

Fill in this information to identify the case:

Debtor Aerovias del Continente Americano S.A. Avianca

United States Bankruptcy Court for the: Southern District of New York
(State)

Case number 20-11134

Official Form 410
Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?** ACTS-Aviation Security, Inc.
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor Avianca

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	ACTS-Aviation Security, Inc. Richard A. Fiore 2340 S. River Road Suite 200 Des Plaines, IL 60018, USA Contact phone _____ Contact email <u>rfiore@acts-sec.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	ACTS-Aviation Security, Inc. Seema Halani 2340 S. River Road Suite 200 Des Plaines, IL 60018, USA Contact phone _____ Contact email <u>shalani@acts-sec.com</u>

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) See summary page Filed on 12/18/2020
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0702 ____

7. How much is the claim? \$ 68,591.16. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Aviation security services pursuant to contract - see attached

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/18/2020
MM / DD / YYYY

/s/Richard A. Fiore
Signature

Print the name of the person who is completing and signing this claim:

Name Richard A. Fiore
First name Middle name Last name

Title General Counsel and Corporate Secretary

Company ACTS-Aviation Security, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-1780 | International + 1 (310) 751-2680

Debtor: 20-11134 - Aerovias del Continente Americano S.A. Avianca		
District: Southern District of New York, New York Division		
Creditor: ACTS-Aviation Security, Inc. Richard A. Fiore 2340 S. River Road Suite 200 Des Plaines, IL, 60018 USA Phone: Phone 2: Fax: Email: rfiore@acts-sec.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Disbursement/Notice Parties: ACTS-Aviation Security, Inc. Seema Halani 2340 S. River Road Suite 200 Des Plaines, IL, 60018 USA Phone: Phone 2: Fax: E-mail: shalani@acts-sec.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor: Avianca	Amends Claim: Yes - unknown - adding contract, 12/18/2020 Acquired Claim: No	
Basis of Claim: Aviation security services pursuant to contract - see attached	Last 4 Digits: Yes - 0702	Uniform Claim Identifier:
Total Amount of Claim: 68,591.16	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Richard A. Fiore on 18-Dec-2020 6:38:58 p.m. Eastern Time Title: General Counsel and Corporate Secretary Company: ACTS-Aviation Security, Inc.		

ATTACHMENT TO PROOF OF CLAIM

Debtor: ACTS-Aviation Security, Inc.

Creditor: Aerovías del Continente Americano S.A. Avianca

Amount of Claim: **\$68,591.16**

Summary of Claim: ACTS-Aviation Security, Inc. (ACTS) was formed in the months following the tragic events of September 11th to provide aviation security solutions to its airline customers, and today provides aviation security solutions to over 50 customers, with corporate offices in Chicago and operating at more than 30 airports across the United States. ACTS specializes in the provision of aviation security services, primarily focused on airport and terminal security, customer experience programs, cargo screening and aviation security awareness training.

A) Catering Security Services Agreement

Effective February 1, 2018, ACTS entered a Services Agreement provide catering security inspection services on all flights for Avianca and its related subsidiaries at the following U.S. Airports:

- Miami International Airport (MIA)
- Dulles Washington International Airport (IAD)
- George Bush Intercontinental Airport (IAH)
- Fort Lauderdale-Hollywood International Airport (FLL)
- Orlando International Airport (MCO)
- John F. Kennedy International Airport (JFK)
- O'Hare International Airport (ORD)
- San Francisco International Airport (SFO)
- Los Angeles International Airport (LAX)
- Newark Liberty International Airport (EWR)
- Boston Logan International Airport (BOS)

(the "Catering Security Contract"). The Catering Security Contract is signed by the following Avianca Holdings subsidiary entities: Aerovías del Continente Americano S.A. Avianca; Tampa Cargo S.A.S.; Taca International Airlines, S.A.; Trans American Airlines, S.A.; Avianca Costa Rica, S.A.; Avianca Ecuador, S.A., Isla de Inversiones, S.A. de C.V.; Aviateca, S.A.; and Servicios Aereos Nacionales, S.A. (collectively, Avianca). With the exception of Taca flights, for which ACTS has submitted a separate proof of claim, ACTS believes that the services provided under the Catering Security Contract to Avianca are primarily for the Aerovías del Continente Americano S.A. Avianca subsidiary, but provides services at the airports listed above to whichever Avianca subsidiary operates at the particular airport.

The Catering Security Contract is provided herewith, redacted to remove all Sensitive Security Information (SSI) pursuant to 49 C.F.R. §1520.1 et seq., as well as confidential pricing information which, if published, would place ACTS at a commercial disadvantage to its competitors. If required to adjudicate its claim, ACTS will provide a copy of the Catering Security Contract with pricing information unredacted, in a form other than a public filing.

B) Aircraft Services Security Agreement

Effective September 1, 2018, ACTS entered a Services Agreement provide aircraft access control security services on all flights for Avianca and its related subsidiaries at the following U.S. Airports:

- George Bush Intercontinental Airport (IAH)
- O'Hare International Airport (ORD)
- San Francisco International Airport (SFO)
- Los Angeles International Airport (LAX)
- Dallas Fort Worth International Airport (DFW)

(the "Aircraft Services Contract"). The Aircraft Services Contract is signed by the following Avianca Holdings subsidiary entities: Aerovías del Continente Americano S.A. Avianca; Tampa Cargo S.A.S.; Taca International Airlines, S.A.; Avianca Peru S.A. (before known as Trans American Airlines, S.A.); Avianca Costa Rica, S.A.; Aviateca, S.A.; and Servicios Aereos Nacionales, S.A. (collectively, Avianca). With the exception of Taca flights, for which ACTS has submitted a separate proof of claim, ACTS believes that the services provided to Avianca under the Aircraft Services Contract are primarily for the Aerovías del Continente Americano S.A. Avianca subsidiary, but provides services at the airports listed above to whichever Avianca subsidiary operates at the particular airport.

The Aircraft Services Contract is provided herewith, redacted to remove all Sensitive Security Information (SSI) pursuant to 49 C.F.R. §1520.1 et seq., as well as confidential pricing information which, if published, would place ACTS at a commercial disadvantage to its competitors. If required to adjudicate its claim, ACTS will provide a copy of the Aircraft Services Contract with pricing information unredacted, in a form other than a public filing.

Avianca has not paid for ACTS services performed under the Catering Security Contract or the Aircraft Services Contract since November 2019. Enclosed herewith are the total outstanding Avianca balance as well as individual invoices which have gone unpaid, which total \$67,186.66. Additionally, enclosed herewith is an interest statement totaling on the unpaid balance incurred through May 10, 2020. Interest of 1.5% per month on overdue balances is \$1,404.50, authorized pursuant to Paragraph 4 of Exhibit B, Terms & Conditions, to both the Catering Security Contract and Aircraft Services Contracts. With interest, the total outstanding debt of Aerovías del Continente Americano S.A. Avianca to ACTS is **\$68,591.16**.

A/R Aged Trial Balance by Due Date (ARTBAL01)

From Customer Number [100044] To [100044]
 Account Type [All Customers]
 Age Transactions As Of [11/24/2020]
 Cutoff by Document Date [11/24/2020]
 Print Transactions In [Detail by Document Date]
 Transaction Types [Invoice, Debit Note, Credit Note, Interest, Unapplied Cash, Prepayment, Receipt, Refund, Adjustment]
 Include Contact/Phone/Credit Limit [No]
 Include Space For Comments [No]
 Include Only Customers Over Their Credit Limits [No]
 Include Zero-Balance Customers [No]
 Show Applied Details [No]
 Show Fully Paid Transactions [No]
 From Document Date []
 Sort Transactions by Transaction Type [No]

Customer Number/Name/ Document Type/Number	Doc. Date	Due Date or Check/Recept. No.	Current	1 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total
100044 AVIANCA Pre Bankruptcy								
IN 00954587	11/8/2019	12/8/2019					7,226.75	7,226.75
IN 00954683	11/8/2019	12/8/2019					1,654.87	1,654.87
IN 00954737	11/15/2019	12/15/2019					7,273.35	7,273.35
IN 00954834	11/15/2019	12/15/2019					1,654.87	1,654.87
IN 00954890	11/22/2019	12/22/2019					7,316.94	7,316.94
IN 00956235	11/17/2020	2/16/2020					1,654.87	1,654.87
IN 00956603	2/7/2020	3/8/2020					7,131.30	7,131.30
IN 00956703	2/7/2020	3/8/2020					1,182.05	1,182.05
IN 00956762	2/14/2020	3/15/2020					6,998.00	6,998.00
IN 00956858	2/14/2020	3/15/2020					1,654.87	1,654.87
PY PY000005895	2/20/2020	000001106-00001					-9,410.78	-9,410.78
PY PY000005896	2/20/2020	000001106-00002					-3,914.69	-3,914.69
IN 00956915	2/21/2020	3/22/2020					7,064.65	7,064.65
IN 00957009	2/21/2020	3/22/2020					1,654.87	1,654.87
IN 957220	3/6/2020	4/5/2020					7,464.53	7,464.53
IN 957317	3/6/2020	4/5/2020					1,654.87	1,654.87
IN 00957374	3/13/2020	4/12/2020					7,531.18	7,531.18
IN 00957467	3/13/2020	4/12/2020					1,654.87	1,654.87
IN 957519	3/20/2020	4/19/2020					6,257.82	6,257.82
IN 957607	3/20/2020	4/19/2020					1,654.87	1,654.87
IN 00957654	3/27/2020	4/26/2020					1,193.33	1,193.33
IN 00957729	3/27/2020	4/26/2020					236.41	236.41
IN 00958005	4/24/2020	5/24/2020					133.29	133.29
IN 00958079	5/1/2020	5/31/2020					199.94	199.94
IN 00958157	5/8/2020	6/7/2020					63.63	63.63
Customer Total:			0.00	0.00	0.00	0.00	67,186.66	67,186.66

7,226.75	-4,443.85
1,654.87	2,829.50
7,273.35	
1,654.87	
7,316.94	
1,654.87	
7,131.30	
1,182.05	
6,998.00	
1,654.87	
-9,410.78	-13,325.47
-3,914.69	
7,064.65	
1,654.87	
7,464.53	
1,654.87	
7,531.18	
1,654.87	
6,257.82	
1,654.87	
1,193.33	
236.41	
133.29	
199.94	
63.63	

AVIANCA - Pre-Bankruptcy
 8333 NW 53 St #100
 Miami, FL 33166
 fabio.moreno@avianca.com
 teresita.escalante@avianca.com



REMIT TO:
 ACTS - Aviation Security, Inc.
 P.O. BOX 843708
 Dallas, TX 75284-3738

For Bank Transfer Information
 Call 770 991 4532

Customer Number: 800702

Corrected Invoice

Invoice #: 954587
 Invoice Date: 11/8/2019

	11/02	11/03	11/04	11/05	11/06	11/07	11/08	Total	Net Price	Total Price
FLL/03660	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	53.14	371.98
								<i>Port Fees</i>	5.26	19.57
								<i>Sales Tax</i>	0.00	0.00
IAD/03520	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	39.88	279.16
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
JFK/04000	5.00	4.00	5.00	5.00	3.00	4.00	3.00	29.00	58.44	1,694.76
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	8.88	150.41
LAX/03730	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	64.72	453.04
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
MCO/03720	1.00	2.00	1.00	2.00	1.00	1.00	1.00	9.00	39.23	353.07
								<i>Port Fees</i>	11.11	39.23
								<i>Sales Tax</i>	0.00	0.00
MIA/03930	8.00	9.00	8.00	8.00	8.00	8.00	9.00	58.00	61.98	3,594.84
								<i>Port Fees</i>	7.53	270.69
								<i>Sales Tax</i>	0.00	0.00

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Customer Number: 800702

Corrected Invoice

Invoice #: 958157
 Invoice Date: 5/8/2020

	05/02	05/03	05/04	05/05	05/06	05/07	05/08	Total	Net Price	Total Price
JFK/04000	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	58.44	58.44
									<i>Port Fees</i>	<i>0.00</i>
									<i>Sales Tax</i>	<i>8.88</i>
										<i>5.19</i>

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 Dallas, TX 75284-3738

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Customer Number: 800702

Corrected Invoice

Invoice #: **958079**
 Invoice Date: **5/1/2020**

	04/25	04/26	04/27	04/28	04/29	04/30	05/01	Total	Net Price	Total Price
MIA/03930	1.00	1.00	1.00	0.00	0.00	0.00	0.00	3.00	61.98	185.94
								<i>Port Fees</i>	<i>7.53</i>	<i>14.00</i>
								<i>Sales Tax</i>	<i>0.00</i>	<i>0.00</i>

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 Dallas, TX 75284-3738

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Customer Number: 800702

Corrected Invoice

Invoice #: **958005**
 Invoice Date: **4/24/2020**

	04/18	04/19	04/20	04/21	04/22	04/23	04/24	Total	Net Price	Total Price
MIA/03930	0.00	0.00	0.00	0.00	1.00	1.00	0.00	2.00	61.98	123.96
								<i>Port Fees</i>	7.53	9.33
								<i>Sales Tax</i>	0.00	0.00

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Customer Number: 800702

Corrected Invoice

Invoice #: 957729
 Invoice Date: 3/27/2020

	03/21	03/22	03/23	03/24	03/25	03/26	03/27	Total	Net Price	Total Price
LAX/03730FLT_SVCSEFLTS	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	236.41	236.41
								<i>Port Fees</i>	<i>0.00</i>	<i>0.00</i>
								<i>Sales Tax</i>	<i>0.00</i>	<i>0.00</i>

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For Bank Transfer Information
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Customer Number: 800702

Corrected Invoice

Invoice #: 957654
 Invoice Date: 3/27/2020

	03/21	03/22	03/23	03/24	03/25	03/26	03/27	Total	Net Price	Total Price
FLL/03660	0.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00	53.14	53.14
								<i>Port Fees</i>	5.26	2.80
								<i>Sales Tax</i>	0.00	0.00
IAD/03520	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	40.63	40.63
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
JFK/04000	2.00	2.00	0.00	0.00	0.00	0.00	0.00	4.00	58.44	233.76
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	8.88	20.75
LAX/03730	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	64.72	64.72
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
MCO/03720	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	39.97	39.97
								<i>Port Fees</i>	11.11	4.44
								<i>Sales Tax</i>	0.00	0.00
MIA/03930	5.00	6.00	0.00	0.00	0.00	0.00	0.00	11.00	61.98	681.78
								<i>Port Fees</i>	7.53	51.34
								<i>Sales Tax</i>	0.00	0.00

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Customer Number: 800702

Corrected Invoice

Invoice #: 957607
 Invoice Date: 3/20/2020

	03/14	03/15	03/16	03/17	03/18	03/19	03/20	Total	Net Price	Total Price
LAX/03730FLT_SVCSEFLTS	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	236.41	1,654.87
								<i>Port Fees</i>	<i>0.00</i>	<i>0.00</i>
								<i>Sales Tax</i>	<i>0.00</i>	<i>0.00</i>

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Customer Number: 800702

Corrected Invoice

Invoice #: 957519
 Invoice Date: 3/20/2020

	03/14	03/15	03/16	03/17	03/18	03/19	03/20	Total	Net Price	Total Price
FLL/03660	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	53.14	371.98
								<i>Port Fees</i>	5.26	19.57
								<i>Sales Tax</i>	0.00	0.00
IAD/03520	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	40.63	284.41
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
JFK/04000	4.00	4.00	4.00	3.00	3.00	3.00	2.00	23.00	58.44	1,344.12
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	8.88	119.29
LAX/03730	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	64.72	453.04
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
MCO/03720	1.00	2.00	1.00	2.00	1.00	1.00	1.00	9.00	39.97	359.73
								<i>Port Fees</i>	11.11	39.97
								<i>Sales Tax</i>	0.00	0.00
MIA/03930	9.00	9.00	9.00	7.00	5.00	5.00	5.00	49.00	61.98	3,037.02
								<i>Port Fees</i>	7.53	228.69
								<i>Sales Tax</i>	0.00	0.00

AVIANCA - Pre-Bankruptcy
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REMIT TO:
 ACTS - Aviation Security, Inc.
 P.O. BOX 843708
 Dallas, TX 75284-3738

For Bank Transfer Information
 Call 770 991 4532

Customer Number: 800702

Corrected Invoice

Invoice #: 957467
 Invoice Date: 3/13/2020

	03/07	03/08	03/09	03/10	03/11	03/12	03/13	Total	Net Price	Total Price
LAX/03730FLT_SVCSEFLTS	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	236.41	1,654.87
								<i>Port Fees</i>	<i>0.00</i>	<i>0.00</i>
								<i>Sales Tax</i>	<i>0.00</i>	<i>0.00</i>

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For Bank Transfer Information
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Customer Number: 800702

Corrected Invoice

Invoice #: 957374
 Invoice Date: 3/13/2020

	03/07	03/08	03/09	03/10	03/11	03/12	03/13	Total	Net Price	Total Price
FLL/03660	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	53.14	371.98
								<i>Port Fees</i>	5.26	19.57
								<i>Sales Tax</i>	0.00	0.00
IAD/03520	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	40.63	284.41
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
JFK/04000	4.00	4.00	4.00	4.00	4.00	4.00	4.00	28.00	58.44	1,636.32
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	8.88	145.22
LAX/03730	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	64.72	453.04
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
MCO/03720	1.00	2.00	1.00	2.00	2.00	1.00	2.00	11.00	39.97	439.67
								<i>Port Fees</i>	11.11	48.85
								<i>Sales Tax</i>	0.00	0.00
MIA/03930	9.00	9.00	9.00	9.00	8.00	9.00	9.00	62.00	61.98	3,842.76
								<i>Port Fees</i>	7.53	289.36
								<i>Sales Tax</i>	0.00	0.00

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Customer Number: 800702

Corrected Invoice

Invoice #: 957317
 Invoice Date: 3/6/2020

	02/29	03/01	03/02	03/03	03/04	03/05	03/06	Total	Net Price	Total Price
LAX/03730FLT_SVCSEFLTS	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	236.41	1,654.87
								<i>Port Fees</i>	<i>0.00</i>	<i>0.00</i>
								<i>Sales Tax</i>	<i>0.00</i>	<i>0.00</i>

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For Bank Transfer Information
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Customer Number: 800702

Corrected Invoice

Invoice #: **957220**
 Invoice Date: **3/6/2020**

	02/29	03/01	03/02	03/03	03/04	03/05	03/06	Total	Net Price	Total Price
FLL/03660	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	53.14	371.98
								<i>Port Fees</i>	5.26	19.57
								<i>Sales Tax</i>	0.00	0.00
IAD/03520	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	40.63	284.41
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
JFK/04000	4.00	4.00	4.00	4.00	4.00	4.00	4.00	28.00	58.44	1,636.32
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	8.88	145.22
LAX/03730	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	64.72	453.04
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
MCO/03720	1.00	2.00	1.00	2.00	2.00	1.00	2.00	11.00	39.97	439.67
								<i>Port Fees</i>	11.11	48.85
								<i>Sales Tax</i>	0.00	0.00
MIA/03930	8.00	9.00	9.00	9.00	8.00	9.00	9.00	61.00	61.98	3,780.78
								<i>Port Fees</i>	7.53	284.69
								<i>Sales Tax</i>	0.00	0.00

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Customer Number: 800702

Corrected Invoice

Invoice #: 957009
 Invoice Date: 2/21/2020

	02/15	02/16	02/17	02/18	02/19	02/20	02/21	Total	Net Price	Total Price
LAX/03730FLT_SVCSEFLTS	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	236.41	1,654.87
								<i>Port Fees</i>	<i>0.00</i>	<i>0.00</i>
								<i>Sales Tax</i>	<i>0.00</i>	<i>0.00</i>

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Customer Number: 800702

Corrected Invoice

Invoice #: 956915
 Invoice Date: 2/21/2020

	02/15	02/16	02/17	02/18	02/19	02/20	02/21	Total	Net Price	Total Price
FLL/03660	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	53.14	371.98
								<i>Port Fees</i>	5.26	19.57
								<i>Sales Tax</i>	0.00	0.00
IAD/03520	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	40.63	284.41
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
JFK/04000	4.00	4.00	4.00	4.00	4.00	4.00	4.00	28.00	58.44	1,636.32
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	8.88	145.22
LAX/03730	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	64.72	453.04
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
MCO/03720	1.00	2.00	1.00	2.00	2.00	1.00	2.00	11.00	39.97	439.67
								<i>Port Fees</i>	11.11	48.85
								<i>Sales Tax</i>	0.00	0.00
MIA/03930	8.00	8.00	8.00	8.00	7.00	8.00	8.00	55.00	61.98	3,408.90
								<i>Port Fees</i>	7.53	256.69
								<i>Sales Tax</i>	0.00	0.00

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Customer Number: 800702

Corrected Invoice

Invoice #: 956858
 Invoice Date: 2/14/2020

	02/08	02/09	02/10	02/11	02/12	02/13	02/14	Total	Net Price	Total Price
LAX/03730FLT_SVCSEFLTS	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	236.41	1,654.87
								<i>Port Fees</i>	<i>0.00</i>	<i>0.00</i>
								<i>Sales Tax</i>	<i>0.00</i>	<i>0.00</i>

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Customer Number: 800702

Corrected Invoice

Invoice #: **956762**
 Invoice Date: **2/14/2020**

	02/08	02/09	02/10	02/11	02/12	02/13	02/14	Total	Net Price	Total Price
FLL/03660	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	53.14	371.98
								<i>Port Fees</i>	5.26	19.57
								<i>Sales Tax</i>	0.00	0.00
IAD/03520	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	40.63	284.41
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
JFK/04000	4.00	4.00	4.00	4.00	4.00	4.00	4.00	28.00	58.44	1,636.32
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	8.88	145.22
LAX/03730	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	64.72	453.04
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
MCO/03720	1.00	2.00	1.00	2.00	2.00	1.00	2.00	11.00	39.97	439.67
								<i>Port Fees</i>	11.11	48.85
								<i>Sales Tax</i>	0.00	0.00
MIA/03930	7.00	8.00	8.00	7.00	8.00	8.00	8.00	54.00	61.98	3,346.92
								<i>Port Fees</i>	7.53	252.02
								<i>Sales Tax</i>	0.00	0.00

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Customer Number: 800702

Corrected Invoice

Invoice #: 956703
 Invoice Date: 2/7/2020

	02/01	02/02	02/03	02/04	02/05	02/06	02/07	Total	Net Price	Total Price
LAX/03730FLT_SVCSEFLTS	1.00	1.00	1.00	1.00	1.00	0.00	0.00	5.00	236.41	1,182.05
								<i>Port Fees</i>	<i>0.00</i>	<i>0.00</i>
								<i>Sales Tax</i>	<i>0.00</i>	<i>0.00</i>

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 P.O. BOX 843708
 Dallas, TX 75284-3738

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Customer Number: 800702

Corrected Invoice

Invoice #: **956603**
 Invoice Date: **2/7/2020**

	02/01	02/02	02/03	02/04	02/05	02/06	02/07	Total	Net Price	Total Price
FLL/03660	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	53.14	371.98
								<i>Port Fees</i>	5.26	19.57
								<i>Sales Tax</i>	0.00	0.00
IAD/03520	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	40.63	284.41
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
JFK/04000	4.00	4.00	4.00	4.00	4.00	4.00	4.00	28.00	58.44	1,636.32
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	8.88	145.22
LAX/03730	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	64.72	453.04
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
MCO/03720	1.00	2.00	1.00	2.00	2.00	1.00	2.00	11.00	39.97	439.67
								<i>Port Fees</i>	11.11	48.85
								<i>Sales Tax</i>	0.00	0.00
MIA/03930	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	61.98	3,470.88
								<i>Port Fees</i>	7.53	261.36
								<i>Sales Tax</i>	0.00	0.00

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Customer Number: 800702

Corrected Invoice

Invoice #: 956235
 Invoice Date: 1/17/2020

	01/11	01/12	01/13	01/14	01/15	01/16	01/17	Total	Net Price	Total Price
LAX/03730FLT_SVCSEFLTS	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	236.41	1,654.87
								<i>Port Fees</i>	<i>0.00</i>	<i>0.00</i>
								<i>Sales Tax</i>	<i>0.00</i>	<i>0.00</i>

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Customer Number: 800702

Corrected Invoice

Invoice #: **954890**
 Invoice Date: **11/22/2019**

	11/16	11/17	11/18	11/19	11/20	11/21	11/22	Total	Net Price	Total Price
FLL/03660	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	53.14	371.98
								<i>Port Fees</i>	5.26	19.57
								<i>Sales Tax</i>	0.00	0.00
IAD/03520	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	39.88	279.16
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
JFK/04000	4.00	4.00	5.00	5.00	3.00	4.00	3.00	28.00	58.44	1,636.32
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	8.88	145.22
LAX/03730	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	64.72	453.04
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
MCO/03720	1.00	2.00	1.00	2.00	2.00	1.00	2.00	11.00	39.23	431.53
								<i>Port Fees</i>	11.11	47.94
								<i>Sales Tax</i>	0.00	0.00
MIA/03930	8.00	9.00	7.00	8.00	9.00	8.00	10.00	59.00	61.98	3,656.82
								<i>Port Fees</i>	7.53	275.36
								<i>Sales Tax</i>	0.00	0.00

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Customer Number: 800702

Corrected Invoice

Invoice #: 954834
 Invoice Date: 11/15/2019

	11/09	11/10	11/11	11/12	11/13	11/14	11/15	Total	Net Price	Total Price
LAX/03730FLT_SVCSEFLTS	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	236.41	1,654.87
								<i>Port Fees</i>	<i>0.00</i>	<i>0.00</i>
								<i>Sales Tax</i>	<i>0.00</i>	<i>0.00</i>

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Customer Number: 800702

Corrected Invoice

Invoice #: 954737
 Invoice Date: 11/15/2019

	11/09	11/10	11/11	11/12	11/13	11/14	11/15	Total	Net Price	Total Price
FLL/03660	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	53.14	371.98
								<i>Port Fees</i>	5.26	19.57
								<i>Sales Tax</i>	0.00	0.00
IAD/03520	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	39.88	279.16
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
JFK/04000	4.00	4.00	5.00	5.00	3.00	4.00	3.00	28.00	58.44	1,636.32
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	8.88	145.22
LAX/03730	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	64.72	453.04
								<i>Port Fees</i>	0.00	0.00
								<i>Sales Tax</i>	0.00	0.00
MCO/03720	1.00	2.00	1.00	2.00	1.00	1.00	2.00	10.00	39.23	392.30
								<i>Port Fees</i>	11.11	43.58
								<i>Sales Tax</i>	0.00	0.00
MIA/03930	9.00	8.00	9.00	8.00	8.00	8.00	9.00	59.00	61.98	3,656.82
								<i>Port Fees</i>	7.53	275.36
								<i>Sales Tax</i>	0.00	0.00

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Customer Number: 800702

Corrected Invoice

Invoice #: 954683
 Invoice Date: 11/8/2019

	11/02	11/03	11/04	11/05	11/06	11/07	11/08	Total	Net Price	Total Price
LAX/03730FLT_SVCSEFLTS	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	236.41	1,654.87
								<i>Port Fees</i>	<i>0.00</i>	<i>0.00</i>
								<i>Sales Tax</i>	<i>0.00</i>	<i>0.00</i>

SENSITIVE SECURITY INFORMATION
SERVICES AGREEMENT

THIS AGREEMENT IS MADE: February 1, 2018 (the "Effective Date")

BY AND BETWEEN ACTS-Aviation Security, inc., a Delaware corporation ("ACTS"), and the following companies set forth on the signature page below ("Customer") (together, the "Parties").

WHEREAS:

- A. The Customer has requested that ACTS provide certain security services (the "Services") more particularly described on Exhibit A – Statement of Work; and
- B. ACTS is willing to provide such Services on the terms and conditions set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Agreement:** The Agreement between the Parties consists of and is formed by this Services Agreement and the Exhibits attached to the Services Agreement, including Exhibit A – Statement of Work, Exhibit B – Terms and Conditions, and Exhibit C – Service Level Agreements (together, the "Agreement").
2. **Services:** ACTS shall provide the Services to Customer's flights for the fees as described in Exhibit A - Statement of Work. The Parties may incorporate additional Statements of Work into this Agreement at any time by mutual written agreement signed by both Parties. In addition, according to its operational needs and prior notification, Customer may increase or decrease Services without incurring in penalties. In such case, fees shall be fixed for the same Locations. Any additional Statement of Work shall be drafted in substantially the same form as Exhibit A and shall be governed in all respects by the terms and conditions of the Agreement.
3. **Term:** The initial term of this Agreement shall commence on the effective date below and shall continue until September 30th, 2020 ("Initial Term"). Notwithstanding the above, either Party may express its intent to terminate or not to renew this Agreement, upon no less than ninety (90) days prior written notice without any cause or penalty for the sole termination.

SIGNED BY OR ON BEHALF OF THE PARTIES BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES ON THE DATE WHICH FIRST APPEARS ABOVE:

ACTS-AVIATION SECURITY, INC.

Signature: _____ DocuSigned by:
 Print Name: Damien Flynn
 Title: _____ 6629839442DD47D...

Signature: _____ DocuSigned by:
 Print Name: Jeffrey Berzgo
 Title: _____ 0879AD9D5AEB406

Address: 1669 Phoenix Parkway, Suite 104, College Park, GA 30349
 Attention: Legal Department RIF

CUSTOMER:

By **AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA**

Signature: _____
 Name: RENATO LOVELLO
 Title: Legal Representative

By **TAMPA CARGO S.A.S.**

Signature: _____
 Name: Christian Vesga
 Title: Legal Representative

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.



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Escritura de compra-venta

By: TACA INTERNATIONAL AIRLINES S.A.

Signature:
Name: PATRICIA GOMEZ
Title: ATTORNEY IN FACT

By: TRANS AMERICAN AIRLINES S.A.

Signature:
Name: GLORIA LOZA
Title: DIRECTOR

By: AVIANCA COSTA RICA S.A.

Signature:
Name: Viviana Martin
Title: President

By: AVIANCA ECUADOR S.A.

Signature:
Name: David Alencar
Title: Gerente General

By: ISEÑA DE INVERSIONES S.A. de C.V.

Signature:
Name: Elena Dolores Padilla
Title: Legal representative

By: AVATECA S.A.

Signature:
Name: Octavio Brice
Title: Legal Representative

By: SERVICIOS AEREOSENAZIONALES S.A.

Signature:
Name: MARIA SAMUDIO
Title: LEGAL REPRESENTATIVE

AVIANCA is a trademark of the company Avianca S.A. registered in the countries of Colombia, Ecuador, Costa Rica and Peru. The name Avianca is a registered trademark of the company Avianca S.A. in the countries of Colombia, Ecuador, Costa Rica and Peru. The name Avianca is a registered trademark of the company Avianca S.A. in the countries of Colombia, Ecuador, Costa Rica and Peru.

Avianca
Approved
Contracts
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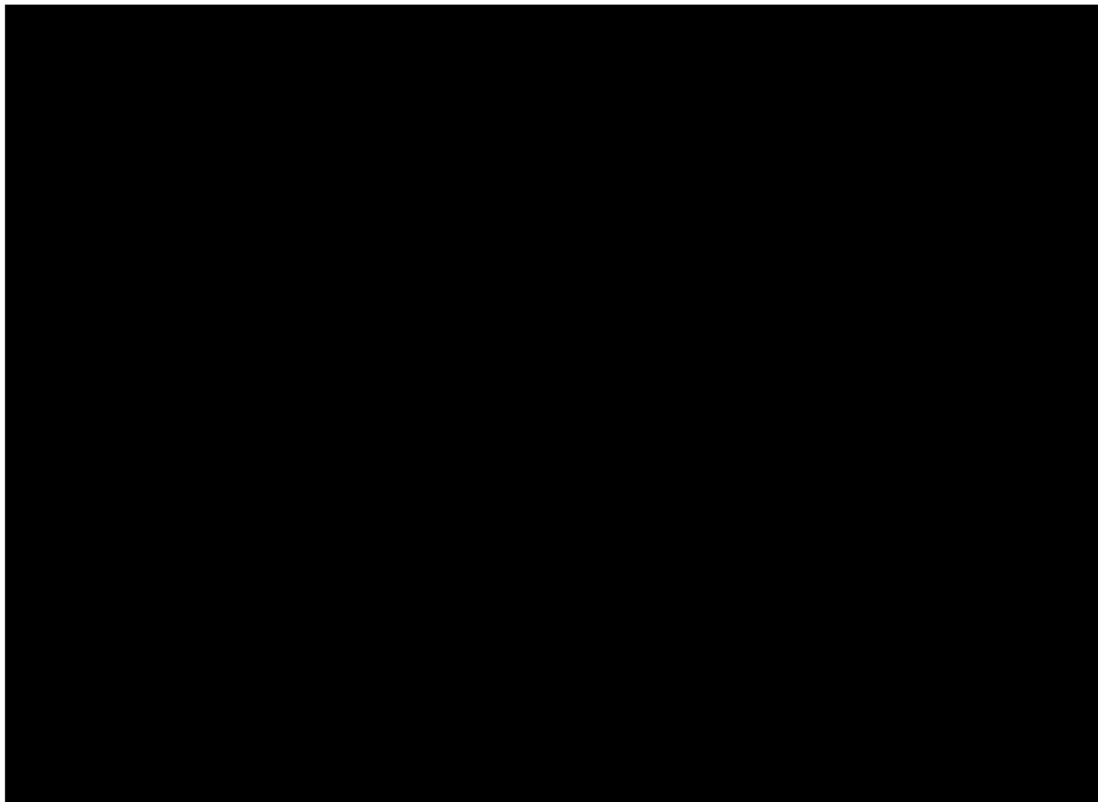
SENSITIVE SECURITY INFORMATION

EXHIBIT A
STATEMENT OF WORK

A. **Location:** ACTS shall be Customer's exclusive provider of Catering Security Services at the following locations (the "Locations"):

- Airport location(s):
 - Miami International Airport (MIA)
 - Dulles Washington International Airport (IAD)
 - George Bush Intercontinental Airport (IAH)
 - Fort Lauderdale-Hollywood International Airport (FLL)
 - Orlando International Airport (MCO)
 - John F. Kennedy International Airport (JFK)
 - O'Hare International Airport (ORD)
 - San Francisco International Airport (SFO)
 - Los Angeles International Airport (LAX)
 - Dallas Fort Worth International Airport (DFW)
 - Newark Liberty International Airport (EWR)
 - Boston Logan International Airport (BOS)

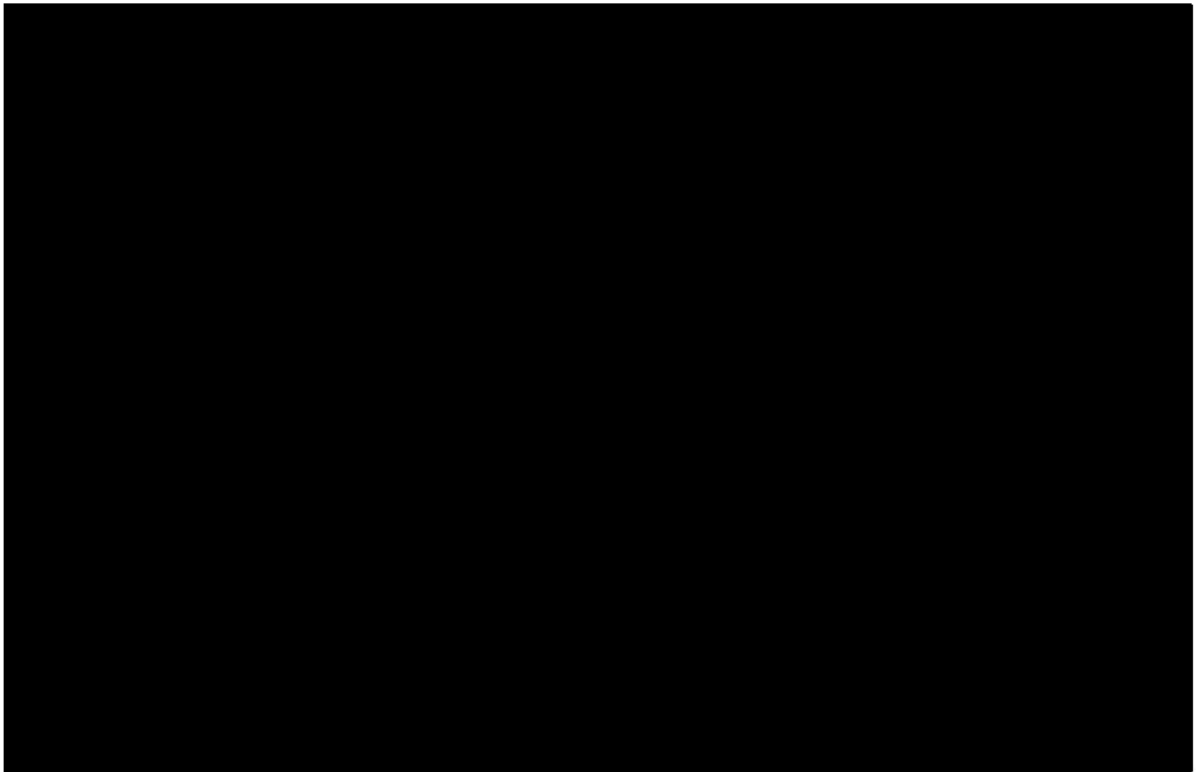
B. **Services:** The Services to be provided by ACTS under this Agreement shall include:



(together, the "Services").



SPECIAL OBLIGATIONS.



- f) Regarding the personnel assigned to the performance of the services, ACTS shall guarantee:
- i. Duly trained personnel that perform the services in a competent manner, fulfilling its assigned duties and functions. Each Agent shall be certified as a Security Agent or other denomination, to the extent required by the civil aviation security legislation applicable to the country.
 - ii. The necessary number of Agents assigned to the different shifts without disregarding the regular operations. In addition, in case of change or replacement of personnel in the different shifts, Handling Company shall guarantee that every agent knows the detail of the duties to perform in each position.
 - iii. To cover any medical leaves and absences, as well as ensuring that the personnel assigned is duly trained to cover the positions where the absence occurs.
 - iv. ACTS shall provide its agents with the appropriate protection elements such as reflective vests, hearing protection, gloves, raincoats, boots, etc.
 - v. The compliance with payment of remuneration, bonuses, extra hours and other social benefits that correspond by law to employees. Such evidence shall be available to Customer upon request, for personnel assigned to the performance of the services to Carrier.
 - vi. That ACTS maintains policies prohibiting the personnel intended to provide the service from performing the Services while under the effect of alcohol and/or psychotropic substances.

D. **Fees:** Customer shall pay ACTS fees for its Services as follows:

1. Customer shall pay the per flight fee set out below at each Location:



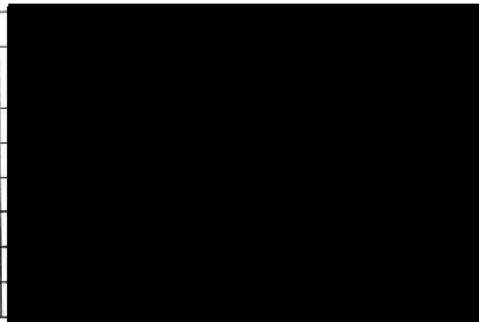
SENSITIVE SECURITY INFORMATION

DFW
EWR
IAD
IAH
JFK
LAX
MCO
ORD
FLL
SFO
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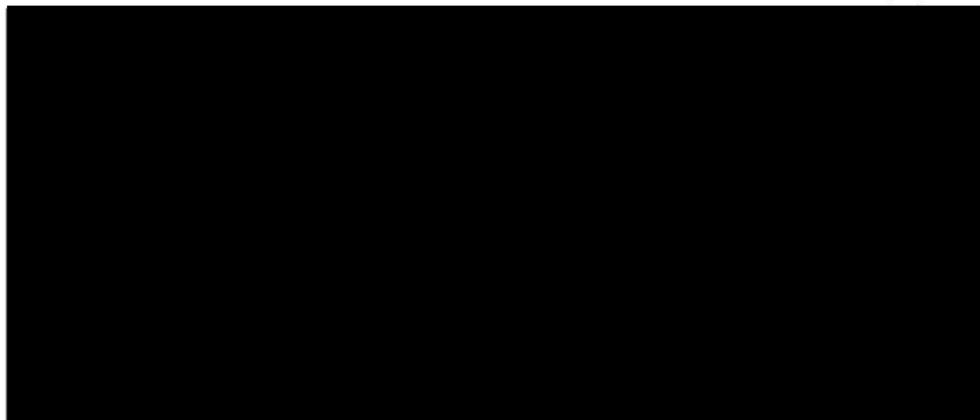


2. Customer upon receipt of invoice will ensure that all payments are received within thirty (30) days. ACTS shall invoice Customer biweekly for the Services provided under this Agreement. All invoices are due within thirty (30) days of receipt.

Bank Name:
Branch:
Bank Address:
Beneficiary's Name
Account Name:
Account Number:
ABA Routing Number for ACH
ABA Routing Number for Wires
SWIFT Code:



- 3.



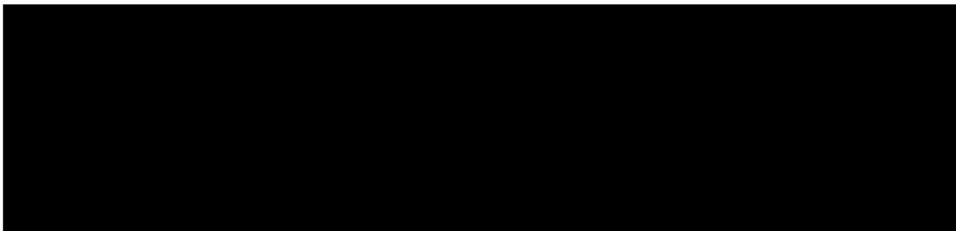
4. The fees set forth in Paragraph D.1. above do not include any applicable State and Local taxes and or airport concessions fees, which shall be added to the invoice in jurisdictions where such taxes and fees are imposed on the Services.
5. ACTS agrees to maintain the rates agreed in this contract in case the airline requires a new or additional service (which is substantially similar) here on any location, during the term of this Agreement.



SENSITIVE SECURITY INFORMATION

6. The Customer may increase or decrease services according to its operational needs without incurring any penalty.

7.



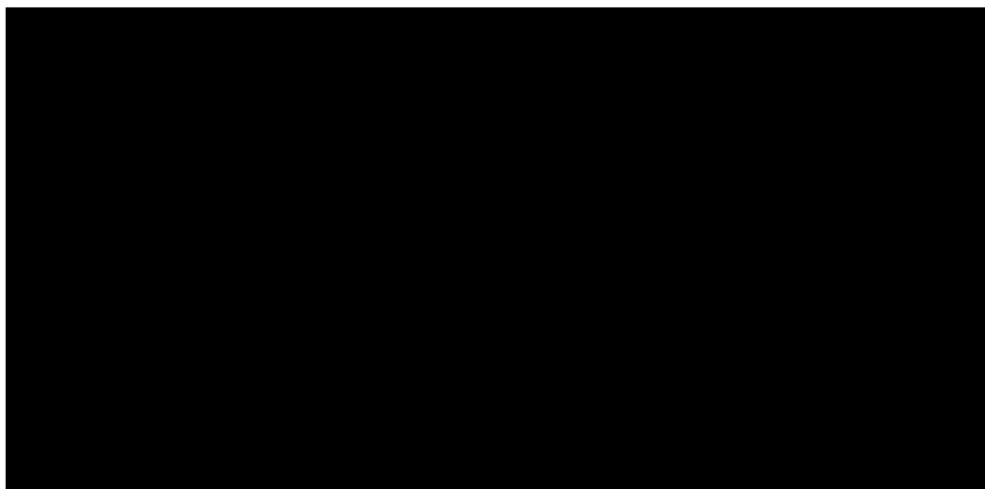
8. ACTS shall have the possibility to request the advance payment of the monthly submitted invoices, granting a financial discount to the Customer on the gross value of the corresponding invoice, without affecting the tax items. The percentage discount to be applied to each of the monthly indicated by ACTS, shall be negotiated between the Customer and ACTS.

ACTS may request the advance payment of one or more duly submitted monthly invoices, by means of written notice addressed to the Customer's treasury area in Colombia and / or El Salvador, following the procedure established by the Customer for this purpose.

Notwithstanding the above, Customer reserves the right to approve the applications for prepayment made by ACTS.

9. Notwithstanding anything to the contrary in this Agreement and in addition to any other rights that ACTS may have under this Agreement or otherwise by law, if Customer is insolvent, seeks protection from creditors under any bankruptcy or insolvency law, or is in default of its payment obligations under the Agreement, ACTS may elect in its sole and absolute discretion to refuse to provide Services to Customer unless the Customer can pay on a "cash-in-advance" basis. Nothing in this clause alleviates, reduces or waives any of the Customer's obligations under this Agreement.

10. Training of Personnel: ACTS shall provide a comprehensive training program to cover at least the following elements:



SENSITIVE SECURITY INFORMATION

EXHIBIT B

TERMS AND CONDITIONS

1. Representations and Warranties of the Parties. Each Party represents and warrants to the other Party as follows:
 - (a) It is validly existing and in good standing under the laws of its jurisdiction of organization;
 - (b) The execution, delivery and performance of the Agreement by it have been duly authorized by all necessary corporate, partnership or similar action;
 - (c) The execution and performance of this Agreement will not violate, in any respect, any provision of its constituent documents or any other document, agreement or arrangement binding upon it or its assets; and
 - (d) The Agreement is its legal, valid and binding obligation, enforceable against it in accordance with its terms.
2. Obligations of Customer
 - (a) Customer shall provide ACTS with: (i) comprehensive, accurate, and up-to-date written specifications, information and/or instructions required by ACTS in order to provide the Services as agreed by the Parties.
 - (b) In the event that Customer does not comply with this provision, ACTS accepts no liability for, and the Customer indemnifies ACTS against, any and all loss arising from such failure.
 - (c) The Parties hereby agree that the Customer would provide to ACTS the Flight Schedule of its aircrafts, in order for ACTS to provide the services under this agreement.
3. Flights, Delays and Priority of Service. Delays caused by airport operations, which are beyond ACTS's control (for example, airport traffic congestion and or restricted access to the airport) will not amount to a delay under this Agreement and will not give rise to a claim by the Customer for compensation.
4. Payments. Customer agrees that prompt payment of invoices and other amounts due is of the essence of this Agreement, and that any payments not received on the due date thereof shall accrue interest at a rate of 1.5% per month or the highest rate permissible under applicable law, if lower from such due date until paid in full. Any such interest shall be payable on demand. In addition, Customer shall reimburse ACTS on a full indemnity basis for expenses reasonably incurred by ACTS (including fees and expenses of legal counsel) in obtaining payment of any past due amounts. In the event of a dispute regarding any invoice, the Customer is not entitled to withhold or set-off the disputed amount. Disputes in relation to invoices must be raised within fourteen (14) days of the date of the relevant invoice.
5. Taxes. The price offered by ACTS under this agreement do not include any taxes, fees, or similar charges. Customer shall promptly pay all taxes (except for taxes levied upon or measured by ACTS's income by the United States or the State of Delaware) imposed by any taxing authority and required to be paid by ACTS or Customer as a result of Services provided to Customer under this Agreement, and as long as according to the tax law the Customer is legally bound to do so.

Each Party will be responsible for its own Taxes applicable in any country where the services/goods are provided. "Taxes" shall mean any and all fees (including license, recording, documentation and registration fees), taxes (including, without limitation, income, gross receipts, capital, franchise, net worth, gross profits, sales, rental, use, turnover, value added, ad valorem, property -tangible and intangible-, excise, documentary and stamp taxes), licenses, levies, imposts, duties, charges, assessments or withholdings of any nature whatsoever, whether now existing or hereafter adopted, enacted or amended, howsoever imposed, levied or asserted by any Government Entity or Tax Authority together with any and all penalties, fines, additions to tax and interest thereon of the countries in which the services will be rendered. Taxes also include any withholding tax that may be applicable to payments made by Customer.

Under the conditions agreed by the Parties, the payments made by the Company will not be subject to withholding tax, pursuant to the tax law in force in each one of the countries where the Companies are located. Notwithstanding the above, should any new applicable withholding tax be imposed during the Term of the Agreement, as a result of a new service, the Parties shall meet to adjust the fiscal terms of the Agreement.
6. Invoice. ACTS's shall issue each invoice directly to each one of the Customer entities, its holding company or any subsidiary is directly providing the services to, and will accept payments from any of those Companies. Therefore, if ACTS shall consider within the billing conditions, the obligation to issue individual invoices to each of the entities. The specific purchase orders to be placed will be handled and invoiced independently.
7. Insurance. Customer should carry appropriate Aviation General Third-Party Liability insurance (premises, products and hangar keepers), with a minimum limit of USD 1,000,000 each occurrence, but in the annual aggregate in respect of products and AVN52E. This insurance policy shall include



Avianca, its subsidiaries, its directors, officers, agents' servants and employees as additional assureds and contain notice of cancellation, severability of interest and primary non-contributory clauses. Customer should provide the certificates that prove the above.

8. Customer shall, at its own expense, maintain insurance in full force and effect with third party insurers of recognized responsibility, including aircraft hull, all risks and civil liability insurance that is industry standard for operators similar to Customer. ACTS shall maintain insurance of the types and in amounts required by the airport authorities at each Location and in accordance with industry standards. Each Party shall provide the other Party with evidence of insurance coverage required under this Agreement, in the form of a certificate of insurance, upon receipt of a reasonable written request.
9. Independent Contractor Relationship. ACTS will be acting as an independent contractor to Customer in connection with this Agreement. This Agreement is not intended to establish any partnership, joint venture, employment or franchise relationship between or among Customer, ACTS or their respective subsidiaries and affiliates. Except as otherwise expressly provided in this Agreement, no Party will have the power to bind or incur obligations on behalf of any other Party without such Party's prior written consent. The compensation and benefits payable by each Party to this Agreement to its employees will be the sole responsibility of such Party, and no employee of any Party will be entitled to receive any bonus, payment or other benefit that any other Party to this Agreement grants to its employees. Evidence of compliance with these obligations for employees providing Services to Customer shall be available upon Customer request.
10. Employee Attire. ACTS shall require its employees to wear appropriate attire and carry appropriate badges or other means of identification authorized by the competent Authority while performing Services, so as to be clearly recognizable as employees of ACTS.
11. Limitation of Liability.
 - (a) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WHATSOEVER AND HOWSOEVER ARISING (AND WHETHER A CLAIM IS BASED IN TORT CONTRACT OR OTHERWISE) WILL EITHER PARTY OR ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR SUBCONTRACTORS BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY:
 - i. FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR

EXEMPLARY DAMAGES, OR ANY LOST PROFITS OR OPPORTUNITIES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, OR OTHERWISE IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; NOR

- ii. FOR ANY OTHER LIABILITIES, CLAIMS, DEMANDS, SUITS, JUDGMENTS, CAUSES OF ACTION, LOSSES, DAMAGES FINES, EXPENSES OR COSTS ARISING OUT OF OR IN CONNECTION WITH: (A) ANY ENFORCEMENT ACTION PURSUANT TO ANY FEDERAL, STATE AND LOCAL LAWS, RULES, CODES AND ORDINANCES IN EXCESS OF \$20,000 IN THE AGGREGATE; AND (B) IN ANY OTHER CIRCUMSTANCES IN CONNECTION WITH THE SERVICES AND THIS AGREEMENT IN EXCESS OF THE AMOUNTS ACTUALLY PAID TO ACTS UNDER THE AGREEMENT DURING THE IMMEDIATELY PRECEDING THREE-MONTH PERIOD.

- (b) Any limitation of liability under this Agreement applies to any claims whatever the legal basis might be.
- (c) Both ACTS and Customer are exempt from liability under this Agreement if prompt notification is given by either Party in respect of any failure to perform their obligations under this Agreement arising from an industrial action, strike, lock-out or other similar event involving a complete or partial stoppage of work.
- (d) The obligations pursuant to this Section 11 are of a continuing nature and shall survive any assignment, termination or expiration of this Agreement for whatever reason.

12. Exclusive Service Warranties.

- (a) ACTS warrants that services will be performed in a workmanlike manner with reasonable care by appropriately qualified personnel.
- (b) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ACTS DOES NOT MAKE, AND ACTS HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR



WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE AND ANY AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, ACTS EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

13. Termination Rights; Suspension Rights. Either Party shall have the right to terminate this Agreement in the following circumstances:

- (a) If the other Party fails to perform or comply with any of its material covenants or obligations contained in this Agreement, and such failure is not remedied and cured in all material respects within 30 days after the date written notice of such failure is delivered to the non-compliant Party; provided that in the event of a payment default, the cure period for Customer shall be 10 days.
- (b) An event of force majeure affecting either Party prevents it from performing the Services substantially in accordance with the terms of this Agreement and such event is not remedied in all material respects within 30 days after the date of its occurrence.
- (c) The other Party files (i) a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under any applicable bankruptcy or insolvency law or (ii) files an answer to an involuntary petition under any such law in which it consents to or acquiesces to the relief sought in such involuntary petition or (iii) makes any assignment for the benefit of its creditors or (iv) admits in a writing signed by an authorized officer its inability to pay its debts as they mature or (v) an involuntary petition under any bankruptcy or insolvency law is filed against it seeking an application for the appointment of a receiver for its assets, or seeking liquidation, reorganization, arrangement or readjustment of its debts under any bankruptcy or insolvency law, if such petition has not been vacated, set aside or stayed within 30 days after its filing.
- (d) ACTS may, upon 7 days written notice to Customer, and without liability, suspend the

performance and provision of the Services in the event Customer fails to make the Initial Prepayment, further prepayments or pay any amounts required under the Agreement in full on the date when due. The right of suspension set forth in this Section is in addition to, and is not exclusive of, any other rights and remedies that ACTS may have under this Agreement, at law or in equity, including any right to seek damages or to terminate this Agreement.

- (e) Either Party, may upon 90 days prior written notice to the other Party, without liability, terminate the Agreement in relation to any or all Locations, if for any reason such Party ceases or intends to cease performing all operations at that or those Locations.
- (f) In the event that this Agreement or part thereof is terminated by notice or otherwise, such termination shall be without prejudice to the accrued rights and liabilities of either Party prior to the termination.

14. Responsibilities of ACTS with the Requirements of Safety and Health at work. Under the OSHA law, and AVIANCA HOLDINGS Health Safety Environment (HSE) standards employers have a responsibility to provide a safe workplace for all employees. It is Customer's sole purpose to prevent all occupational accidents and diseases of all our contractors worldwide. Therefore all HSE requirements are to be understood by all employers.

ACTS shall ensure that it has designed, provided for, compliance with all technical, legal requirements of the stations and places where it performs the service, contractual and airport concessionaires of each HSE service delivery site (Health, safety, environment) or HSE (industrial safety, occupational health and the environment) guaranteeing its absolute compliance throughout the contract.

ACTS shall have identified and will guarantee the implementation of the legal technical requirements in HSE / HSE applicable to its economic activity and that of its contractors and sub-contractors, required in the local regulations of each place where the service will be provided.

ACTS must have a system of management in occupational health and safety according to the local norm where it operates or in its absence to the model of OHSAS 18001.

ACTS must have an environmental management system in accordance with the local regulations where it operates or in its absence to the model of ISO 14001.



ACTS will be solely responsible for guaranteeing at its own cost and cost the labor relocations that are caused by collaborators who are injured with a decrease in the work capacity manifested by an accident at work or an occupational illness.

It is always the responsibility of ACTS to ensure that all of its employees, contractors and subcontractors comply with the above safety, health and environmental requirements.

The implementation of the operational controls required by the Customer in the aforementioned does not exempt ACTS from the responsibility of identifying, understanding and complying with all legal, technical and contractual requirements regarding industrial safety, occupational health and the environment. Applied during the course of their activities.

Consequently, ACTS will be responsible for the actions and omissions, his or her dependents, whether these employees or third parties contractors, in case of work accidents or occupational diseases or environmental impacts.

If in a certain case a discrepancy arises between two or more legal compliances, the employer is obligated to discuss this issue with AVIANCA HOLDINGS HSE staff, if for any reason this is not possible the employers shall comply with the strictest regulation.

ACTS will be responsible for the wellbeing of all works involved in this contract with AVIANCA HOLDINGS. All risk factors shall be identified and measured by a professional, these results will be consolidated as a work plan to ensure that these identified conditions do not present any risk to employees.

15. Permits, Approvals and Code Compliance. At its sole expense, and with the cooperation of Customer as required, ACTS shall obtain and maintain during the Term of the Agreement, all necessary permits and licenses that may be required in order to perform the Services under this Agreement. ACTS shall provide evidence of this permits and licenses upon Customer reasonable written request. ACTS shall ensure that all Services performed and materials furnished under this Agreement materially comply with all applicable Location, municipal, county, state and federal building, fire, safety, health, hygiene, sanitary and other codes. ACTS shall arrange for all necessary governmental or other inspections or approvals, including all notices in connection therewith, regarding all Services.

16. Customer's Code of Ethics and Conduct. ACTS is subject to the code of business ethics and conduct

adopted by Avianca Holdings S.A. and its subsidiary companies, which is applicable to all co-workers including any third parties employees or subcontractors involved. ACTS declares that it is familiar with and accepts to disseminate the Customer's Code of Business Ethics and Conduct, among its employees, meaning individuals hired through a work contract as well as its subcontractors hired through a service provision contract or in any other manner, and that it will perform, on behalf of ACTS, all functions related to the purpose of the contract, and comply with all provisions set forth in said Code regarding ethical, transparent conduct in business activities. Besides guaranteeing the dissemination and application of the Code of Ethics as applicable, ACTS specifically accepts to adopt effective actions to guarantee that its employees and subcontractor's conduct is in line with the following principles:

a) *Impartiality and Disclosure of Conflict of Interests.* By virtue of this principle, all situations leading to a conflict of interests as described in the Code must be disclosed, and all consequences derived from such situations must be accepted.

b) *Relation with Providers, Contractors and Customers.* This principle implies obeying all rules and regulations regarding labor, the environment, occupational health and safety; it also prohibits contracting any and all contractors and suppliers involved in investigations for asset laundering and drug trafficking, among others.

c) *Transparency / Zero Tolerance of Corruption.* This principle implies compliance with the legal provisions regarding anti-corruption applicable in the countries where the Carrier operates, among others: July 12, 2011 Law 1474: "Anti-corruption Statute" enacted by the Colombian Congress; the 1977 United States Foreign Corrupt Practices Act enacted by the United States Congress, and any complementary laws and regulations that may come to amend or add to said laws. It also implies compliance with the Anticorruption Policy that supplements the Code of Business Ethics and Conduct adopted by Avianca Holdings S.A. and its subsidiaries.

d) *Protection of the Minors' Rights (Children and Adolescents) and Prevention of Sexual Exploitation of Minors.* This principle implies compliance with the legal provisions regarding the respect for and the protection of the personal integrity of children and adolescents as set forth in several international



instruments and in Colombian laws and regulations, such as:

- The Convention on Children's Rights, the Optional Protocol to The Convention on the Rights of the child on the sale of children, child prostitution, and child pornography;
- Article 44 of the Political Constitution of the Republic of Colombia, which regulates children's fundamental rights;
- 679 Law/2001, a statute for preventing the exploitation of minors, child pornography and sexual tourism using minors, to supplement Article 44 of the Colombian Constitution all other laws and regulations treating this subject matter, besides the Policy for the Prevention of the Sexual Exploitation of Minors that supplements the Code of Business Ethics and Conduct adopted by Avianca Holdings S.A. and its subsidiaries.

According to the provisions of the previously established clause, ACTS may access the Spanish version web page: <http://www.avianca.com/es/Documents/relacion-con-inversionistas/codigo-de-etica-y-normas-de-conducta-de-los-negocios-es.PDF>, as well as the English version: <http://www.avianca.com/en/Documents/investor-relations/codigo-de-etica-y-normas-de-conducta-de-los-negocios-en.PDF>, where it will find the current Business Code of Ethics and Conduct adopted by Avianca Holdings S.A. and its subsidiary companies.

17. Money Laundering and Illegal activities. ACTS hereby declares that all the activities pursued by the company and its legal representatives have been done in accordance to existing domestic and international norms at the time. Furthermore, the Parties hereby declare that have complied with all applicable Anti-Money Laundering Laws, and norms related to the prohibition of financing terrorist groups.

Furthermore, ACTS confirms that, there is no record of any sanction or any ongoing investigation related to money laundering and/or terrorist financing.

Customer reserves the right to request information from ACTS information about the origin of any of its assets, as well as information related to publicly exposed persons (PEP's).

Any breach of the obligations hereof by ACTS, or the inclusion of ACTS or its legal representatives or proxies in national or international lists such as the Specially Designated Nationals And Blocked Persons List (SDN) Human Readable Lists or the imposition of sanctions by judicial or administrative authorities related to the pursuance of illegal activities, will entitle the Customer to

terminate the contract, without any compensation in favour of ACTS, and constitute a cause for the breach of the contract by ACTS allowing the Customer to claim compensation derived from the damages caused, including any applicable fines or penalties.

18. Intellectual Property Rights. Neither Party shall use the other's brand, commercial name, slogan, image or any of its Intellectual Property Rights or any of the above-mentioned rights of its subsidiaries, affiliates and or related companies unless the Party provides previous written authorization or user's license of those rights on behalf of other. Neither Party is authorized to announce or disclose its contractual relationship with the other or to proclaim itself as the Customer's contractor unless is expressly authorized by such Party.

19. Managing Area. The Customer will supervise the fulfillment, compliance, enforcement and execution of this Agreement and its obligations through the Customer's Aviation Security area. This area will be in charge of supervising the correct execution of this Agreement.

The managing area's supervision above mentioned does not imply the acceptance of the obligation's compliance on behalf of ACTS. Therefore, in case of breaching the Agreement, The Customer might enforce the Agreement's compliance through the legal or extralegal actions derived from such breaching.

20. Quality Assurance.

- a) ACTS undertakes and obliges to provide the service according to the highest standards of quality and service in accordance with the requirements established in the RFP.
- b) The system is oriented to the improvement of the satisfaction of the end user and the Customer, through the definition and application of quality standards and the continuous improvement of processes.
- c) The SGC (quality management system) that is implemented by ACTS must ensure compliance with established indicators in a permanent and systematic manner, as well as sustained improvement in those in which these objectives are not initially achieved.

21. Force Majeure.

- (a) No Party will be liable for delays or failure in performance caused by events beyond its reasonable control (including but not limited to acts of God, war, terrorism, acts of government,



- strikes, lockout, industrial action or the failure of the internet) that cannot be remedied by reasonable efforts on the part of the affected Party (a "Force Majeure"). The obligations of the Parties to make payments when due under the terms of this Agreement will not be excused by the occurrence of events of Force Majeure. A Party claiming Force Majeure will give timely written notice of such claim to the other Party and will use its reasonable efforts to remedy the events giving rise to such claim, including making payment of amounts due in accordance with this Agreement in a manner permitted by applicable federal, state, local and foreign laws and ordinances and all lawful orders, directives, rules and regulations thereunder.
- (b) Notwithstanding anything to the contrary in this Agreement, if delay in performance by either Party exceeds sixty (60) days due to Force Majeure, the non-delaying Party may, if such Force Majeure prevents provision of Services at one or more Locations while such Location is otherwise being fully utilized for airline passenger service, terminate this Agreement at Locations where such Force Majeure event has exceeded sixty (60) days.
22. Expenses. Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of its legal counsel and other representatives.
23. Confidentiality.
- (a) Neither Party shall without the other's prior written consent, communicate or disclose the existence or contents of this Agreement or of any of the information obtained as a result of the entering into of this Agreement, to any third party (other than to their respective executives, directors, legal and financial advisors, auditors, insurance brokers and/or underwriters), provided however that disclosure will be permitted: (i) pursuant to an order of any court of competent jurisdiction; (ii) pursuant to any procedure for discovery of documents in any proceedings before any such court; (iii) pursuant to any law or regulation having the force of law; or (iv) pursuant to a lawful requirement of any authority with whose requirements the disclosing Party is legally obliged to comply.
- (b) Notwithstanding the above, the Customer may disclose without any prior written consent from the other Party, the existence or contents of this Agreement or any information obtained as a result of its execution or during the time it is in effect, to any company it controls or which acts as its controlling company or which controls it or which is under common control with any of them including, its executives, directors, legal and financial advisors, auditors, insurance brokers and/or underwriters.
- (c) The Parties agree that if the contents of this Agreement become subject of a request or requirement of disclosure pursuant to subpoena, summons, search warrant or governmental order, the disclosing Party shall notify the other Party promptly upon receipt of such request and no later than five (5) business days after the date of receipt of the request, and will, to the extent practicable, cooperate with the other Party to resist release of, or seek an appropriate protective order with respect to the confidential information. Both Parties will ensure, that the requesting authority shall not disclose any confidential information.
24. Entire Agreement. This Agreement, together with any exhibits, schedules, appendices, attachments or any other document referred to or otherwise incorporated into this Agreement, and including any of the foregoing, supersedes all prior agreements (whether oral or written) among the Parties with respect to their subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to their subject matter.
25. Subcontracting. At all times ACTS may have the possibility to subcontract or outsource any part or all of the Services, prior approval of Customer, provided that ACTS shall at all times remain fully liable for all performance under the Agreement.
26. Modification and Waiver. This Agreement may not be amended, supplemented or otherwise modified except in a written document executed by the Parties. No failure or delay by any Party in exercising any right or remedy in connection with this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.
27. Counterparts and Execution. This Agreement may be executed in two or more counterparts and such counterparts, taken together, will constitute one and the same instrument.
28. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.



29. No Third-Party Rights. Nothing expressed or referred to in this Agreement will be construed to give any person, other than the Parties to this Agreement, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.
30. Currency. Except as otherwise expressly provided in this Agreement, all payments to be made by a Party pursuant to this Agreement will be made in US dollars.
31. Dispute Resolution. The Parties acknowledge that it is their expectation that any unresolved controversy or claim arising out of, or related to, this Agreement or its breach (collectively, "Disputes") will be settled between each other in good faith. Any Dispute between the Parties under, or relating to, this Agreement must be referred:
- initially for resolution to representatives of each Party (each having authority and sufficient knowledge to resolve the Dispute), who will endeavor to resolve the dispute within fourteen (14) days of the giving of notice of a Dispute by a Party (such notice must contain details including the nature of the Dispute, how the Dispute arose, the remedy it seeks, the legal basis on which it contends that that remedy should apply and the name and contact details of the contact person for the Party in relation to the Dispute);
 - if the Dispute is not resolved in accordance with subparagraph (a) above, to the relevant General Managers of each of the Parties (or such other nominee with an equivalent status and authority), who will endeavor to resolve the Dispute within a subsequent thirty (30) day period or such other period as may be agreed by those persons; and
 - if the Dispute is not resolved in accordance with subparagraphs (a) and (b) above, to the courts of the State of New York.
32. Governing Law; Submission to Jurisdiction; Venue. This Agreement and the rights and obligations of the Parties under the Agreement shall be construed in accordance with and be governed by the law of the State of New York. Any legal action or proceeding against any Party with respect to this Agreement may be brought in the courts of the State of New York, and, by execution and delivery of this Agreement, each Party hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each Party further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party at its address set forth above, such service to become effective 30 days after such mailing.
33. Notices. All notices and other communications under this Agreement must be in writing (including facsimile) and will be deemed given to a Party when (a) delivered to the appropriate address by hand or by recognized international express courier service (costs prepaid), (b) sent to the addressee by facsimile (receipt electronically confirmed) or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the address and marked to the attention of the individual (by name or title) designated below the Party's signature on this Agreement (or to such other address or individual as a Party may designate by written notice to the other Party). All notices and communications are deemed to be received by the other Party when such reception takes place during business hours on a business day (being any day other than a Saturday or Sunday, when banks are open for business in Atlanta, Georgia
34. Miscellaneous.
- Interpretation.* In this Agreement: (i) references to a Party to this agreement include the successors or assigns (immediate or otherwise) of that Party; (ii) the words "including" and "include" shall mean "including without limitation" and "include without limitation," respectively; (iii) any reference to writing includes typing, printing, email or facsimile; (iv) any reference to a document is to that document as amended or modified, from time to time, other than in breach of this Agreement or that document; (v) if there is any conflict or inconsistency between this Agreement and any of the exhibits, schedules, appendices, attachments or any other document referred to or otherwise incorporated into this Agreement, this Agreement shall control.
 - Cooperation.* Each Party shall act in good faith and be just and faithful to, and cooperate with, the other Party in relation to all matters concerning the provision of the Services and this Agreement, do or cause to be done all acts necessary or desirable for the implementation of this Agreement and not unreasonably withhold or delay any action, approval, direction, determination or decision required under this Agreement. Each Party shall use reasonable efforts to do all things necessary or desirable to give full effect to this Agreement and refrain from doing anything that might hinder performance of this Agreement.
 - Assignment.* This Agreement may not be transferred or assigned by either Party, whether voluntarily or by operation of law, without the prior written consent of the other. This Agreement shall inure to the benefit of and be binding upon all permitted successors and assigns.
 - Non-Solicitation.* Customer shall not solicit from ACTS any existing employees or any employees



SENSITIVE SECURITY INFORMATION

who were working with ACTS for up to six (6) months after their voluntary termination of employment. In the event of a breach of its duties

under this provision, Customer shall be obliged to compensate ACTS for any loss or damage whatsoever suffered by it.

EXHIBIT C
SERVICE LEVEL AGREEMENTS

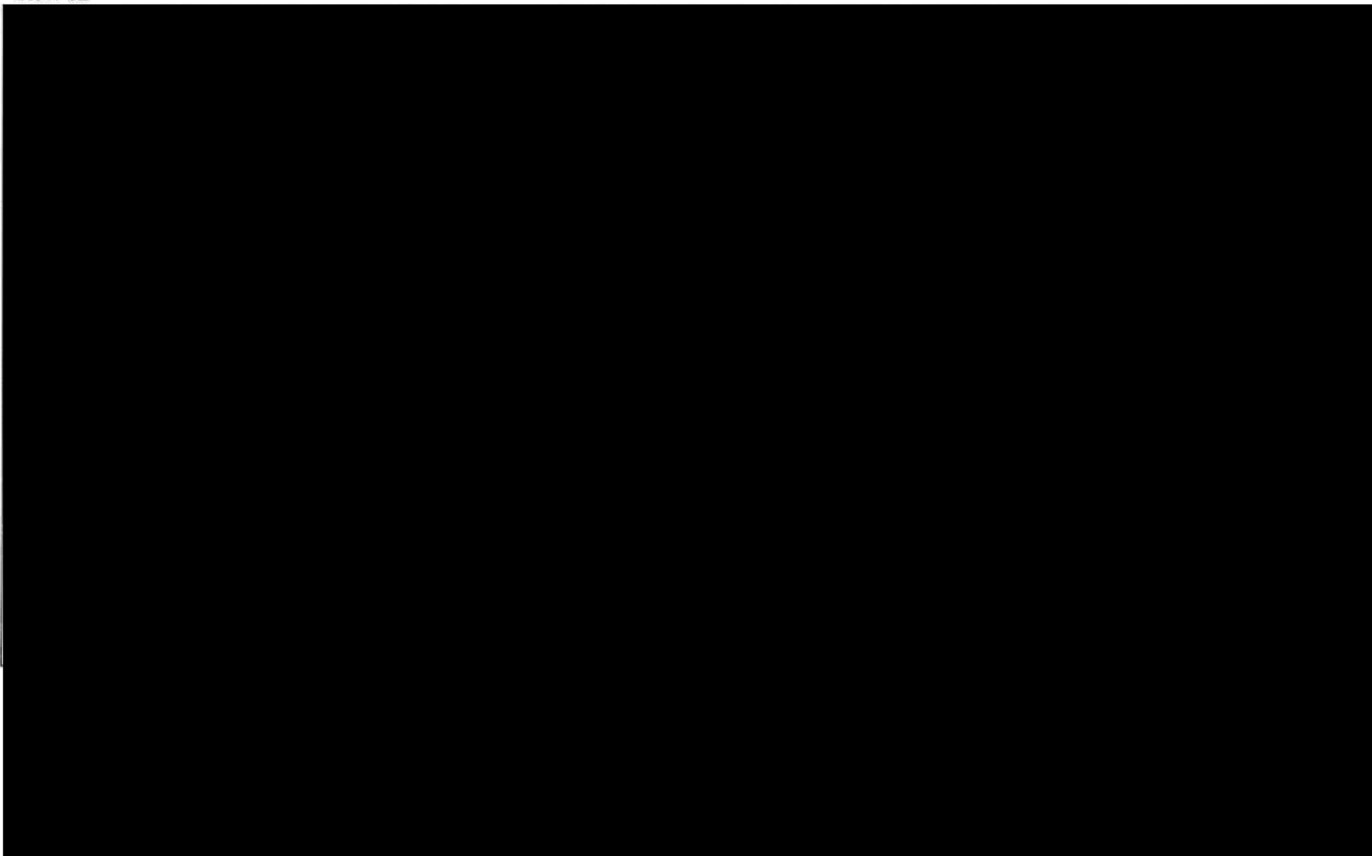
SERVICE LEVELS AGREEMENT FOR OPERATION PASSENGER (SLA)

The Parties mutually agreed contracts decide to add to this Annex -Agreement Service Level for Passenger Operation- as mutually agreed service level goals. In the event Customer identifies a failure of ACTS to attain these Service Level Goals for any continuous three-month period, the Parties agree to meet to discuss an action plan to remedy the failures, and whether a financial penalty is appropriate.

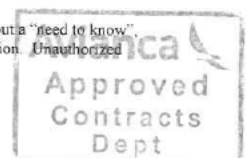
SERVICE LEVELS AGREEMENT FOR :

***OPERATION PASSENGER (SLA)**

Rev: 02

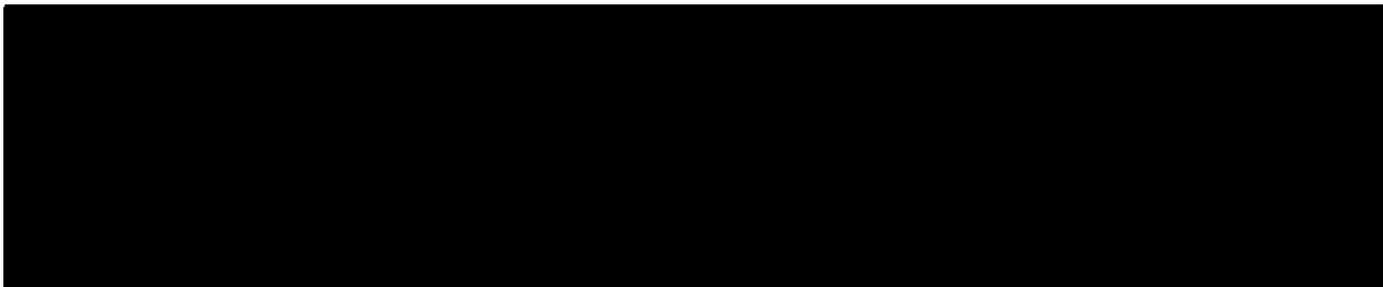


NOTE 2: Where cargo aircraft and/or passenger aircraft are being operated, ACTS must calculate and deliver the information to the appropriate Security or Station Manager.



SENSITIVE SECURITY INFORMATION

NOTE 3: Customer may perform changes or adjustments to the SLAs when deemed convenient, these changes will be notified to ACTS.



NOTICE OF NON-COMPLIANCE OF LEVEL AGREEMENTS

Once Customer is aware of a non-compliance of these SLA's or any other part of this Agreement, it shall notify ACTS in writing regarding the noncompliance; ACTS will have the right to respond in writing within ten (10) calendar days following the receipt of the notification by Customer. This proof of discharge by ACTS must not generate an impact to the requirements of the regulations or to the standards established by Customer, and must contain in all cases root cause analysis and an action plan. Once the report is received, Customer will then proceed to pronounce on the responsibility or not of ACTS within the next ten (10) calendar days.

In case ACTS is found responsible for the noncompliance event, Customer will proceed to apply an equivalent sanction up to 5% of the corresponding portion of the monthly invoice for the Location at which the event occurred, a value that ACTS declares and accepts that Customer will deduct the corresponding amount of the sanction of the monthly invoice communicated by the Customer.

The ten-day deadline established in this procedure may be extended by agreement between the Parties.



SENSITIVE SECURITY INFORMATION
SERVICES AGREEMENT

THIS AGREEMENT IS MADE: Effective September 1, 2018 (the "Effective Date")

BY AND BETWEEN ACTS-Aviation Security, Inc., a Delaware corporation ("ACTS"), and the following companies set forth on the signature page below ("Customer") (together, the "Parties").

WHEREAS:

- A. The Customer has requested that ACTS provide certain security services (the "Services") more particularly described on Exhibit A – Statement of Work: and
- B. ACTS is willing to provide such Services on the terms and conditions set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

- 1. **Agreement:** The Agreement between the Parties consists of and is formed by this Services Agreement and the Exhibits attached to the Services Agreement, including Exhibit A – Statement of Work, Exhibit B – Terms and Conditions, and Exhibit C – Service Level Agreements (together, the "Agreement").
- 2. **Services:** ACTS shall provide the Services to Customer's flights for the fees as described in Exhibit A - Statement of Work. The Parties may incorporate additional Statements of Work into this Agreement at any time by mutual written agreement signed by both Parties. In addition, according to its operational needs and prior notification, Customer may increase or decrease Services without incurring in penalties. In such case, fees shall be fixed for the same Locations. Any additional Statement of Work shall be drafted in substantially the same form as Exhibit A and shall be governed in all respects by the terms and conditions of the Agreement.
- 3. **Term:** The initial term of this Agreement shall commence on the effective date above (except that for services at LAX the initial term shall commence on February 1, 2018) and shall continue until September 30th, 2020 ("Initial Term"). Notwithstanding the above, either Party may express its intent to terminate or not to renew this Agreement, upon no less than ninety (90) days prior written notice without any cause or penalty for the sole termination.

SIGNED BY OR ON BEHALF OF THE PARTIES BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES ON THE DATE WHICH FIRST APPEARS ABOVE:

ACTS-AVIATION SECURITY, INC.

Signature: _____
 Print Name: Damen Flynn
 Title: _____
4176ADDC0EAC403

Signature: _____
 Print Name: _____
 Title: _____
417A925376764E6...

Address: 1669 Phoenix Parkway, Suite 104, College Park, GA 30349
 Attention: Legal Department

DS
RAF

CUSTOMER:

By: AEROVÍAS DEL CONTINENTE AMERICANO S.A. AVIANCA By: TAMPA CARGO S.A.S.

Signature: [Handwritten Signature]
 Name: Pacis Calixto
 Title: Legal Representative

Signature: [Handwritten Signature]
 Name: Diana Calixto
 Title: Legal Representative

SENSITIVE SECURITY INFORMATION

By: TACA INTERNATIONAL AIRLINES S.A.

Signature: [Handwritten Signature]
Name: PATRICIA GOMEZ
Title: ATTORNEY IN FACT

By: AVIANCA PERÚ S.A. (BEFORE KNOWN AS
TRANS AMERICAN AIRLINES S.A.)

Signature: _____
Name: _____
Title: _____

By: AVIANCA COSTA RICA S.A. (BEFORE
KNOWN AS LÍNEAS AÉREAS COSTARRICENSES
S.A.)

Signature: _____
Name: _____
Title: _____

By: AVIATECA S.A.

Signature: _____
Name: _____
Title: _____

By: SERVICIOS AEREOS NACIONALES

Signature: [Handwritten Signature]
Name: MARIO ZAMORA
Title: LEGAL REPRESENTATIVE



SENSITIVE SECURITY INFORMATION

By: TACA INTERNATIONAL AIRLINES S.A.

Signature: _____
Name: _____
Title: _____


By: AVIANCA PERÚ S.A. (BEFORE KNOWN AS
TRANS AMERICAN AIRLINES S.A.)

Signature: _____
Name: _____
Title: _____

By: AVIANCA COSTA RICA S.A. (BEFORE
KNOWN AS LÍNEAS AÉREAS COSTARRICENSES
S.A.)

Signature: _____
Name: _____
Title: _____

By: AVIATECA S.A.

Signature: 
Name: OCTAVIO BRAVO
Title: LEGAL REPRESENTATIVE

By: SERVICIOS AEREOS NACIONALES


Signature: _____
Name: _____
Title: _____

SENSITIVE SECURITY INFORMATION

By: TACA INTERNATIONAL AIRLINES S.A.

Signature: _____
Name: _____
Title: _____

By: AVIANCA PERÚ S.A. (BEFORE KNOWN AS
TRANS AMERICAN AIRLINES S.A.)

Signature:  _____
Name: Nissim Jabiles
Title: Legal Representative

By: AVIANCA COSTA RICA S.A. (BEFORE
KNOWN AS LÍNEAS AÉREAS COSTARRICENSES
S.A.)

Signature: _____
Name: _____
Title: _____

By: AVIATECA S.A.

Signature: _____
Name: _____
Title: _____

By: SERVICIOS AEREOS NACIONALES

Signature: _____
Name: _____
Title: _____

SENSITIVE SECURITY INFORMATION

By: TACA INTERNATIONAL AIRLINES S.A.

Signature: [Handwritten Signature]
Name: PATRICIA GOMEZ
Title: ATTORNEY IN FACT

By: AVIANCA PERÚ S.A. (BEFORE KNOWN AS
TRANS AMERICAN AIRLINES S.A.)

Signature: _____
Name: _____
Title: _____

By: AVIANCA COSTA RICA S.A. (BEFORE
KNOWN AS LÍNEAS AÉREAS COSTARRICENSES
S.A.)

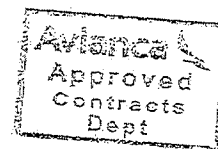
Signature: [Handwritten Signature]
Name: Viviana Martin
Title: President

By: AVIATECA S.A.

Signature: _____
Name: _____
Title: _____

By: SERVICIOS AEREOS NACIONALES

Signature: _____
Name: _____
Title: _____



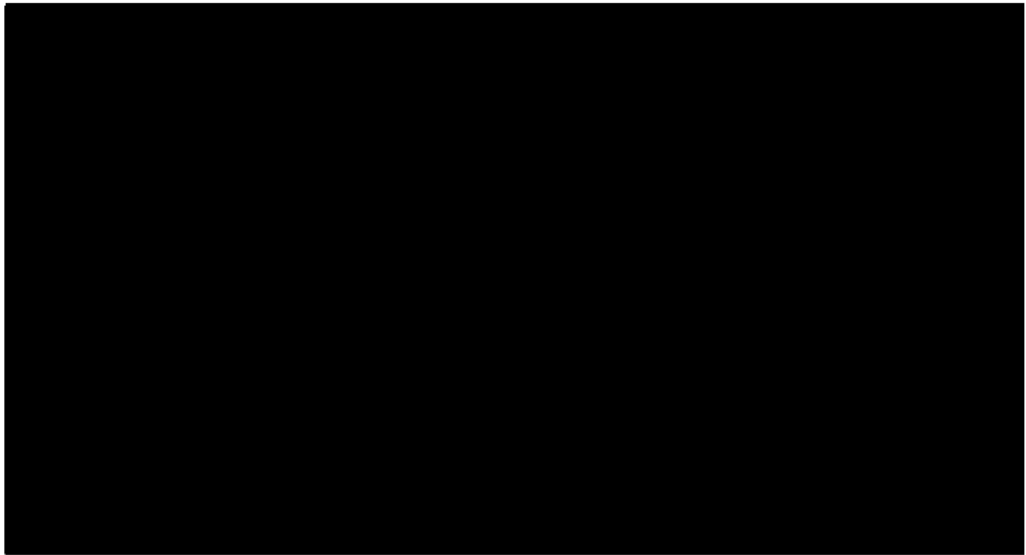
WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

SENSITIVE SECURITY INFORMATION
EXHIBIT A
STATEMENT OF WORK

A. Location: ACTS shall be Customer's exclusive provider of Aircraft Access Control Services at the following locations (the "Locations"):

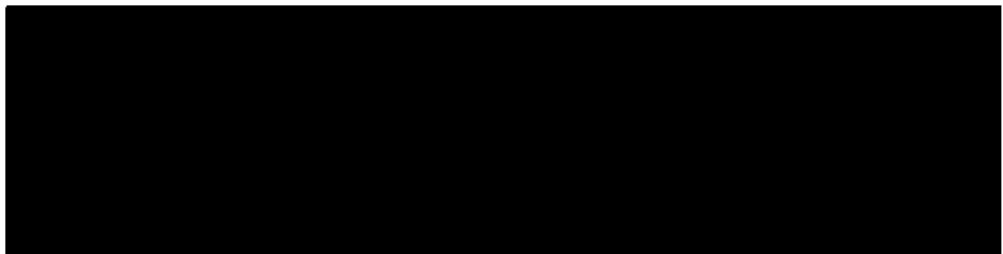
- Airport location(s):
 - George Bush Intercontinental Airport (IAH)
 - O'Hare International Airport (ORD)
 - San Francisco International Airport (SFO)
 - Los Angeles International Airport (LAX)
 - Dallas Fort Worth International Airport (DFW)

B. Services: The Services to be provided by ACTS under this Agreement shall include:



6. Job Descriptions and Functions:

GSC Description:

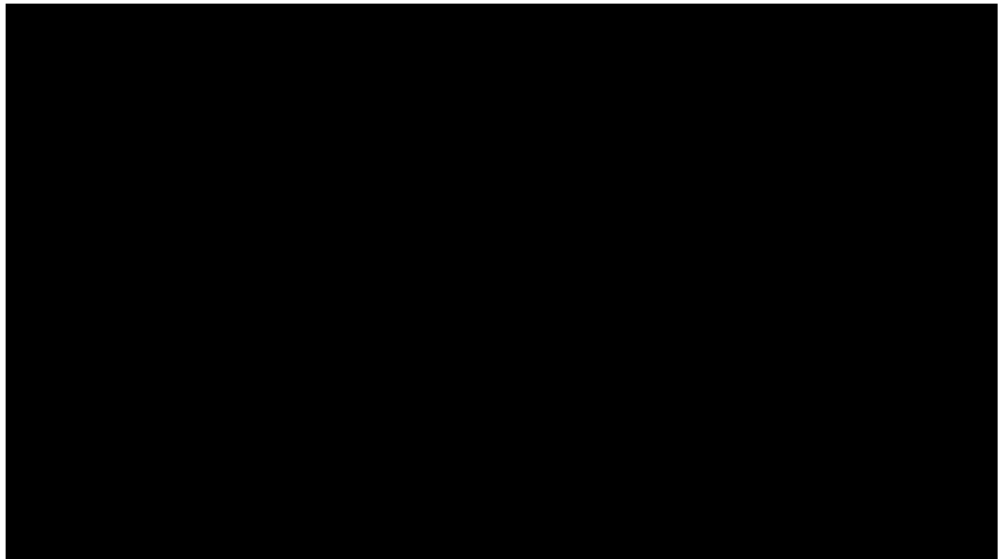




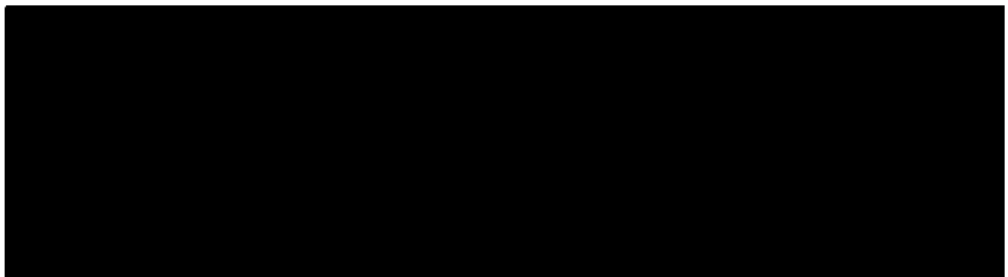
Access Control Functions:

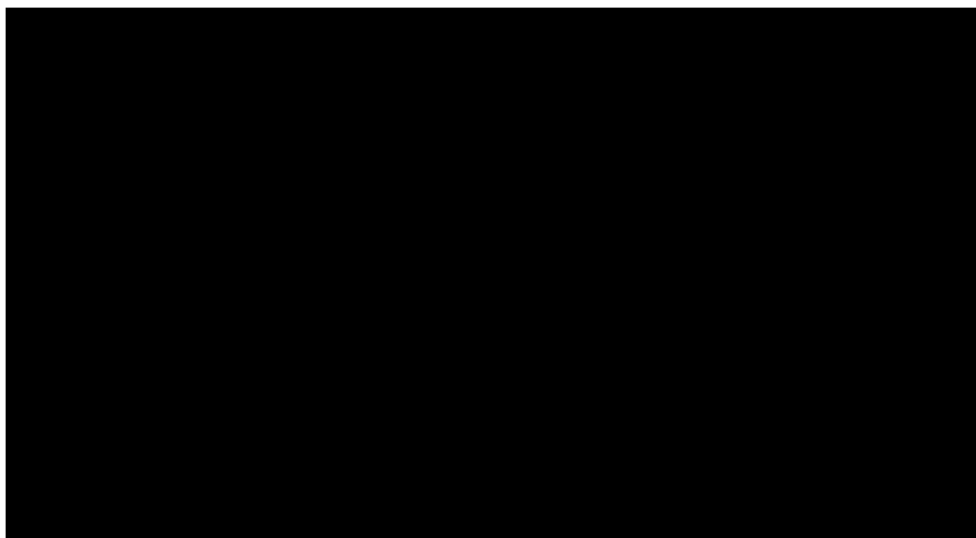


Access Control Service Execution:



7. Special Obligations:



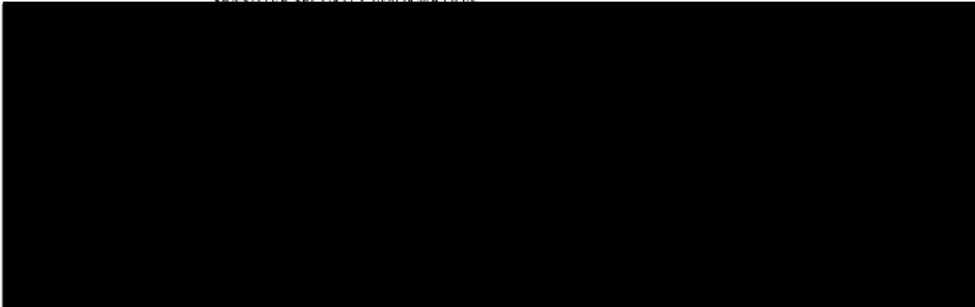


- f) Regarding the personnel assigned to the performance of the services, ACTS shall guarantee:
 - 1. Duly trained personnel that perform the services in a competent manner, fulfilling its assigned duties and functions. Each Agent shall be certified as a Security Agent or other denomination, to the extent required by the civil aviation security legislation applicable to the country.
 - 2. The necessary number of Agents assigned to the different shifts without disregarding the regular operations. In addition, in case of change or replacement of personnel in the different shifts, Handling Company shall guarantee that every agent knows the detail of the duties to perform in each position.
 - 3. To cover any medical leaves and absences, as well as ensuring that the personnel assigned is duly trained to cover the positions where the absence occurs.
 - 4. ACTS shall provide its agents with the appropriate protection elements such as reflective vests, hearing protection, gloves, raincoats, boots, etc.
 - 5. The compliance with payment of remuneration, bonuses, extra hours and other social benefits that correspond by law to employees. Such evidence shall be available to Customer upon request, for personnel assigned to the performance of the Services to Carrier.
 - 6. That ACTS maintains policies prohibiting the personnel intended to provide the service from performing the Services while under the effect of alcohol and/or psychotropic substances.

D. Fees: Customer shall pay ACTS fees for its Services as follows:

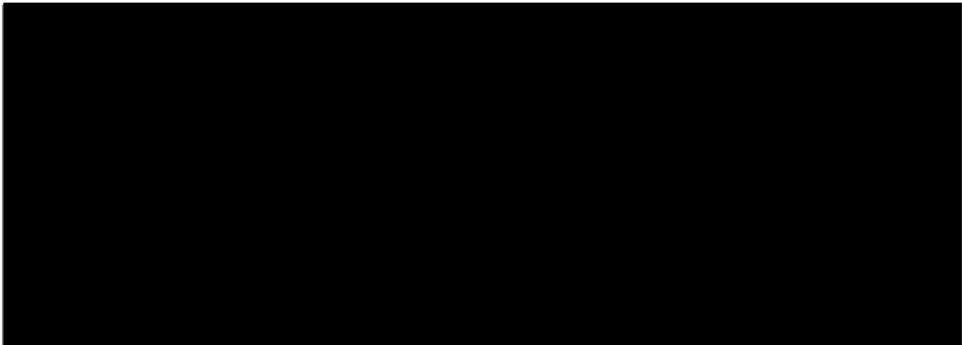
- 1. Customer shall pay the fees set out below at each Location:





4. The fees set forth in Paragraph D.1. above do not include any applicable State and Local taxes and or airport concessions fees, which shall be added to the invoice in jurisdictions where such taxes and fees are imposed on the Services.
5. ACTS agrees to maintain the rates agreed in this contract in case the airline requires a new or additional service (which is substantially similar) here on any location, during the term of this Agreement.
6. The Customer may increase or decrease services according to its operational needs without incurring any penalty.

7.



8. ACTS shall have the possibility to request the advance payment of the monthly submitted invoices, granting a financial discount to the Customer on the gross value of the corresponding invoice, without affecting the tax items. The percentage discount to be applied to each of the monthly indicated by ACTS, shall be negotiated between the Customer and ACTS.

ACTS may request the advance payment of one or more duly submitted monthly invoices, by means of written notice addressed to the Customer's treasury area in Colombia and / or El Salvador, following the procedure established by the Customer for this purpose.

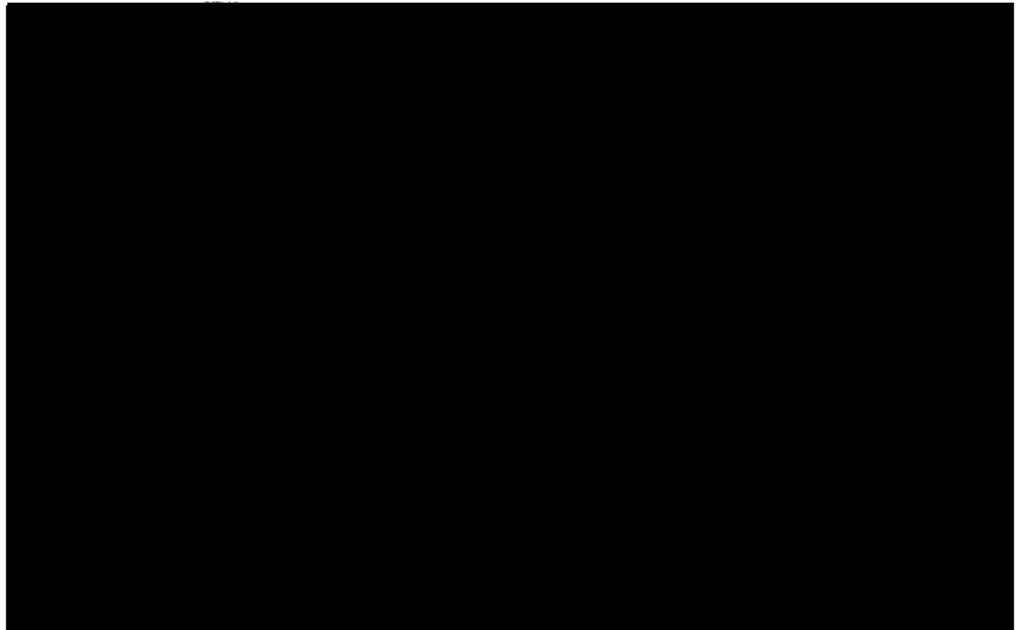
Notwithstanding the above, Customer reserves the right to approve the applications for prepayment made by ACTS.

9. Notwithstanding anything to the contrary in this Agreement and in addition to any other rights that ACTS may have under this Agreement or otherwise by law, if Customer is insolvent, seeks protection from creditors under any bankruptcy or insolvency law, or is in default of its payment obligations under the Agreement, ACTS may elect in its sole and absolute discretion to refuse to provide Services to Customer unless the Customer can pay on a "cash-in-advance" basis. Nothing in this clause alleviates, reduces or waives any of the Customer's obligations under this Agreement.

10.



11.



SENSITIVE SECURITY INFORMATION
EXHIBIT B
TERMS AND CONDITIONS

1. Representations and Warranties of the Parties. Each Party represents and warrants to the other Party as follows:

- (a) It is validly existing and in good standing under the laws of its jurisdiction of organization;
- (b) The execution, delivery and performance of the Agreement by it have been duly authorized by all necessary corporate, partnership or similar action;
- (c) The execution and performance of this Agreement will not violate, in any respect, any provision of its constituent documents or any other document, agreement or arrangement binding upon it or its assets; and
- (d) The Agreement is its legal, valid and binding obligation, enforceable against it in accordance with its terms.

2. Obligations of Customer

- (a) Customer shall provide ACTS with: (i) comprehensive, accurate, and up-to-date written specifications, information and/or instructions required by ACTS in order to provide the Services as agreed by the Parties.
- (b) In the event that Customer does not comply with this provision, ACTS accepts no liability for, and the Customer indemnifies ACTS against, any and all loss arising from such failure.
- (c) The Parties hereby agree that the Customer would provide to ACTS the Flight Schedule of its aircrafts, in order for ACTS to provide the services under this agreement.

3. Flights, Delays and Priority of Service. Delays caused by airport operations, which are beyond ACTS's control (for example, airport traffic congestion and or restricted access to the airport) will not amount to a delay under this Agreement and will not give rise to a claim by the Customer for compensation.

4. Payments. Customer agrees that prompt payment of invoices and other amounts due is of the essence of this Agreement, and that any payments not received on the due date thereof shall accrue interest at a rate of 1.5% per month or the highest rate permissible under applicable law, if lower from such due date until paid in full. Any such interest shall be payable on demand. In addition, Customer shall reimburse ACTS on a full indemnity basis for expenses reasonably incurred by ACTS (including fees and expenses of legal counsel) in obtaining payment of any past due amounts. In the event of a dispute regarding any invoice, the Customer is not entitled to withhold or set-off the disputed amount. Disputes in relation to invoices must be raised

within fourteen (14) days of the date of the relevant invoice.

5. Taxes. The price offered by ACTS under this agreement do not include any taxes, fees, or similar charges. Customer shall promptly pay all taxes (except for taxes levied upon or measured by ACTS's income by the United States or the State of Delaware) imposed by any taxing authority and required to be paid by ACTS or Customer as a result of Services provided to Customer under this Agreement, and as long as according to the tax law the Customer is legally bound to do so.

Each Party will be responsible for its own Taxes applicable in any country where the services/goods are provided. "Taxes" shall mean any and all fees (including license, recording, documentation and registration fees), taxes (including, without limitation, income, gross receipts, capital, franchise, net worth, gross profits, sales, rental, use, turnover, value added, ad valorem, property -tangible and intangible-, excise, documentary and stamp taxes), licenses, levies, imposts, duties, charges, assessments or withholdings of any nature whatsoever, whether now existing or hereafter adopted, enacted or amended, howsoever imposed, levied or asserted by any Government Entity or Tax Authority together with any and all penalties, fines, additions to tax and interest thereon of the countries in which the services will be rendered. Taxes also include any withholding tax that may be applicable to payments made by Customer.

Under the conditions agreed by the Parties, the payments made by the Company will not be subject to withholding tax, pursuant to the tax law in force in each one of the countries where the Companies are located. Notwithstanding the above, should any new applicable withholding tax be imposed during the Term of the Agreement, as a result of a new service, the Parties shall meet to adjust the fiscal terms of the Agreement.

6. Invoice. ACTS's shall issue each invoice directly to each one of the Customer entities, its holding company or any subsidiary is directly providing the services to, and will accept payments from any of those Companies. Therefore, if ACTS shall consider within the billing conditions, the obligation to issue individual invoices to each of the entities. The specific purchase orders to be placed will be handled and invoiced independently.

7. Insurance. Customer should carry appropriate Aviation General Third-Party Liability insurance (premises, products and hangar keepers), with a minimum limit of USD 10.000.000 each occurrence, but in the annual aggregate in respect of products and AVN52E. This insurance policy shall include Avianca, its subsidiaries, its directors, officers, agents' servants and employees as additional assureds and contain notice of

cancellation, severability of interest and primary non-contributory clauses. Customer should provide the certificates that prove the above before commencement of services and at each renewal of the policy.

8. Independent Contractor Relationship. ACTS will be acting as an independent contractor to Customer in connection with this Agreement. This Agreement is not intended to establish any partnership, joint venture, employment or franchise relationship between or among Customer, ACTS or their respective subsidiaries and affiliates. Except as otherwise expressly provided in this Agreement, no Party will have the power to bind or incur obligations on behalf of any other Party without such Party's prior written consent. The compensation and benefits payable by each Party to this Agreement to its employees will be the sole responsibility of such Party, and no employee of any Party will be entitled to receive any bonus, payment or other benefit that any other Party to this Agreement grants to its employees. Evidence of compliance with these obligations for employees providing Services to Customer shall be available upon Customer request.

9. Employee Attire. ACTS shall require its employees to wear appropriate attire and carry appropriate badges or other means of identification authorized by the competent Authority while performing Services, so as to be clearly recognizable as employees of ACTS.

10. Limitation of Liability.

(a) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WHATSOEVER AND HOWSOEVER ARISING (AND WHETHER A CLAIM IS BASED IN TORT CONTRACT OR OTHERWISE) WILL EITHER PARTY OR ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR SUBCONTRACTORS BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY:

i. FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR ANY LOST PROFITS OR OPPORTUNITIES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, OR OTHERWISE IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; NOR

ii. FOR ANY OTHER LIABILITIES, CLAIMS, DEMANDS, SUITS, JUDGMENTS, CAUSES OF ACTION, LOSSES, DAMAGES FINES, EXPENSES OR COSTS ARISING OUT OF OR IN CONNECTION

WITH: (A) ANY ENFORCEMENT ACTION PURSUANT TO ANY FEDERAL, STATE AND LOCAL LAWS, RULES, CODES AND ORDINANCES IN EXCESS OF \$20,000 IN THE AGGREGATE; AND (B) IN ANY OTHER CIRCUMSTANCES IN CONNECTION WITH THE SERVICES AND THIS AGREEMENT IN EXCESS OF THE AMOUNTS ACTUALLY PAID TO ACTS UNDER THE AGREEMENT DURING THE IMMEDIATELY PRECEDING THREE-MONTH PERIOD.

(b) Any limitation of liability under this Agreement applies to any claims whatever the legal basis might be.

(c) Both ACTS and Customer are exempt from liability under this Agreement if prompt notification is given by either Party in respect of any failure to perform their obligations under this Agreement arising from an industrial action, strike, lock-out or other similar event involving a complete or partial stoppage of work.

(d) The obligations pursuant to this Section 11 are of a continuing nature and shall survive any assignment, termination or expiration of this Agreement for whatever reason.

11. Exclusive Service Warranties.

(a) ACTS warrants that Services will be performed in a workmanlike manner with reasonable care by appropriately qualified personnel.

(b) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ACTS DOES NOT MAKE, AND ACTS HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE AND ANY AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, ACTS EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

12. Termination Rights; Suspension Rights. Either Party shall have the right to terminate this Agreement in the following circumstances:

- (a) If the other Party fails to perform or comply with any of its material covenants or obligations contained in this Agreement, and such failure is not remedied and cured in all material respects within 30 days after the date written notice of such failure is delivered to the non-compliant Party; provided that in the event of a payment default, the cure period for Customer shall be 10 days.
- (b) An event of force majeure affecting either Party prevents it from performing the Services substantially in accordance with the terms of this Agreement and such event is not remedied in all material respects within 30 days after the date of its occurrence.
- (c) The other Party files (i) a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under any applicable bankruptcy or insolvency law or (ii) files an answer to an involuntary petition under any such law in which it consents to or acquiesces to the relief sought in such involuntary petition or (iii) makes any assignment for the benefit of its creditors or (iv) admits in a writing signed by an authorized officer its inability to pay its debts as they mature or (v) an involuntary petition under any bankruptcy or insolvency law is filed against it seeking an application for the appointment of a receiver for its assets, or seeking liquidation, reorganization, arrangement or readjustment of its debts under any bankruptcy or insolvency law, if such petition has not been vacated, set aside or stayed within 30 days after its filing.
- (d) ACTS may, upon 7 days written notice to Customer, and without liability, suspend the performance and provision of the Services in the event Customer fails to make the Initial Prepayment, further prepayments or pay any amounts required under the Agreement in full on the date when due. The right of suspension set forth in this Section is in addition to, and is not exclusive of, any other rights and remedies that ACTS may have under this Agreement, at law or in equity, including any right to seek damages or to terminate this Agreement.
- (e) Either Party, may upon 90 days prior written notice to the other Party, without liability, terminate the Agreement in relation to any or all Locations, if for any reason such Party ceases or intends to cease performing all operations at that or those Locations.

- (f) In the event that this Agreement or part thereof is terminated by notice or otherwise, such termination shall be without prejudice to the accrued rights and liabilities of either Party prior to the termination.

13. Responsibilities of ACTS with the Requirements of Safety and Health at work. Under the OSHA law, and AVIANCA HOLDINGS Health Safety Environment (HSE) standards employers have a responsibility to provide a safe workplace for all employees. It is Customer's sole purpose to prevent all occupational accidents and diseases of all our contractors worldwide. Therefore all HSE requirements are to be understood by all employers.

ACTS shall ensure that it has designed, provided for, compliance with all technical, legal requirements of the stations and places where it performs the service, contractual and airport concessionaires of each HSE service delivery site (Health, safety, environment) or HSE (industrial safety, occupational health and the environment) guaranteeing its absolute compliance throughout the contract.

ACTS shall have identified and will guarantee the implementation of the legal technical requirements in HSE / HSE applicable to its economic activity and that of its contractors and sub-contractors, required in the local regulations of each place where the service will be provided.

ACTS must have a system of management in occupational health and safety according to the local norm where it operates or in its absence to the model of OHSAS 18001.

ACTS must have an environmental management system in accordance with the local regulations where it operates or in its absence to the model of ISO 14001.

ACTS will be solely responsible for guaranteeing at its own cost and cost the labor relocations that are caused by collaborators who are injured with a decrease in the work capacity manifested by an accident at work or an occupational illness.

It is always the responsibility of ACTS to ensure that all of its employees, contractors and subcontractors comply with the above safety, health and environmental requirements.

The implementation of the operational controls required by the Customer in the aforementioned does not exempt ACTS from the responsibility of identifying, understanding and complying with all legal, technical and contractual requirements regarding industrial safety, occupational health and the environment. Applied during the course of their activities.

Consequently, ACTS will be responsible for the actions and omissions, his or her dependents, whether these employees or third parties contractors, in case of work accidents or occupational diseases or environmental impacts.

If in a certain case a discrepancy arises between two or more legal compliances, the employer is obligated to discuss this issue with AVIANCA HOLDINGS HSE staff, if for any reason this is not possible the employers shall comply with the strictest regulation.

ACTS will be responsible for the wellbeing of all works involved in this contract with AVIANCA HOLDINGS. All risk factors shall be identified and measured by a professional, these results will be consolidated as a work plan to ensure that these identified conditions do not present any risk to employees.

14. Permits, Approvals and Code Compliance. At its sole expense, and with the cooperation of Customer as required, ACTS shall obtain and maintain during the Term of the Agreement, all necessary permits and licenses that may be required in order to perform the Services under this Agreement. ACTS shall provide evidence of this permits and licenses upon Customer reasonable written request. ACTS shall ensure that all Services performed and materials furnished under this Agreement materially comply with all applicable Location, municipal, county, state and federal building, fire, safety, health, hygiene, sanitary and other codes. ACTS shall arrange for all necessary governmental or other inspections or approvals, including all notices in connection therewith, regarding all Services.

15. Ethics and Compliance

ACTS hereby declares and acknowledges Avianca Holdings Code of Ethics and Business Conduct and the Anticorruption Policy, available at <https://www.avianca.com/co/en/our-company/corporate-information/ethics-and-compliance/>.

Furthermore, ACTS agrees to inform or disclose any unethical, corrupt or suspicious activity, in performance of this Agreement, that may be contrary to the Anticorruption Policy or the Code of Ethics and Business Conduct, through the Ethics Line available at <http://aviancaholdings.ethicspoint.com>.

ACTS shall ensure that its respective officers, directors, employees and agents comply with all applicable statutes, codes, rules, regulations in the countries where ACTS operates specially related to antibribery and antimony laundering ("Applicable Laws").

ACTS hereby represents and warrants that: (a) it will not made, authorized, offered or promised, offer or promise, to make any payment or transfer of anything of value,

directly, indirectly or through a third party, to any government or regulatory official, employee or other representative (including employees of a government owned or controlled entity or public international organization and including any political party or candidate for public office) that constitutes a violation of anti-bribery or anti-corruption laws of any country in which is located or otherwise conducting business, as such laws are currently in effect and may be amended from time to time (the "Anti-Bribery Laws"); and (b) warrant that the resources managed do not come from any illegal activity included money Laundering, terrorism financing or any other illegal activity.

ACTS confirm that, there is no record of any sanction or any ongoing investigation related to money laundering, terrorist financing, corruption or/and bribery of any of its respective officers, directors, employees and agents.

The Customer reserves the right to request information about the origin of assets, as well as information related to publicly exposed persons (PEP's) which are binding to ACTS.

Any breach of the obligations hereof by ACTS, or the inclusion of ACTS or any of its legal representatives or proxies in any binding, restrictive, national or international lists, such as but not limited to, the Specially Designated Nationals And Blocked Persons List (SDN), sanctions of the Department of Justice (DOJ) and Securities And Exchange Commission (SEC) for transnational bribery, will entitle The customer to terminate the agreement, without any compensation liability, responsibility or penalty, and constitute a cause for the breach of the agreement, allowing Avianca to claim compensation derived from the damages caused, including any applicable fines or penalties

16. Intellectual Property Rights. Neither Party shall use the other's brand, commercial name, slogan, image or any of its Intellectual Property Rights or any of the above-mentioned rights of its subsidiaries, affiliates and or related companies unless the Party provides previous written authorization or user's license of those rights on behalf of other. Neither Party is authorized to announce or disclose its contractual relationship with the other or to proclaim itself as the Customer's contractor unless is expressly authorized by such Party.

17. Managing Area. The Customer will supervise the fulfillment, compliance, enforcement and execution of this Agreement and its obligations through the Customer's Aviation Security area. This area will be in charge of supervising the correct execution of this Agreement.

The managing area's supervision above mentioned does not imply the acceptance of the obligation's compliance on behalf of ACTS. Therefore, in case of breaching the Agreement, The Customer might enforce the Agreement's compliance through the legal or extralegal actions derived from such breaching.

18. Quality Assurance.

- a) ACTS undertakes and obliges to provide the service according to the highest standards of quality and service in accordance with the requirements established in the RFP.
- b) The system is oriented to the improvement of the satisfaction of the end user and the Customer, through the definition and application of quality standards and the continuous improvement of processes.
- c) The SGC (quality management system) that is implemented by ACTS must ensure compliance with established indicators in a permanent and systematic manner, as well as sustained improvement in those in which these objectives are not initially achieved.

19. Force Majeure.

- (a) No Party will be liable for delays or failure in performance caused by events beyond its reasonable control (including but not limited to acts of God, war, terrorism, acts of government, strikes, lockout, industrial action or the failure of the internet) that cannot be remedied by reasonable efforts on the part of the affected Party (a "Force Majeure"). The obligations of the Parties to make payments when due under the terms of this Agreement will not be excused by the occurrence of events of Force Majeure. A Party claiming Force Majeure will give timely written notice of such claim to the other Party and will use its reasonable efforts to remedy the events giving rise to such claim, including making payment of amounts due in accordance with this Agreement in a manner permitted by applicable federal, state, local and foreign laws and ordinances and all lawful orders, directives, rules and regulations thereunder.
- (b) Notwithstanding anything to the contrary in this Agreement, if delay in performance by either Party exceeds sixty (60) days due to Force Majeure, the non-delaying Party may, if such Force Majeure prevents provision of Services at one or more Locations while such Location is otherwise being fully utilized for airline passenger service,

terminate this Agreement at Locations where such Force Majeure event has exceeded sixty (60) days.

20. Expenses. Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of its legal counsel and other representatives.

21. Confidentiality.

- (a) Neither Party shall without the other's prior written consent, communicate or disclose the existence or contents of this Agreement or of any of the information obtained as a result of the entering into of this Agreement, to any third party (other than to their respective executives, directors, legal and financial advisors, auditors, insurance brokers and/or underwriters), provided however that disclosure will be permitted: (i) pursuant to an order of any court of competent jurisdiction; (ii) pursuant to any procedure for discovery of documents in any proceedings before any such court; (iii) pursuant to any law or regulation having the force of law; or (iv) pursuant to a lawful requirement of any authority with whose requirements the disclosing Party is legally obliged to comply.
- (b) Notwithstanding the above, the Customer may disclose without any prior written consent from the other Party, the existence or contents of this Agreement or any information obtained as a result of its execution or during the time it is in effect, to any company it controls or which acts as its controlling company or which controls it or which is under common control with any of them including, its executives, directors, legal and financial advisors, auditors, insurance brokers and/or underwriters.
- (c) The Parties agree that if the contents of this Agreement become subject of a request or requirement of disclosure pursuant to subpoena, summons, search warrant or governmental order, the disclosing Party shall notify the other Party promptly upon receipt of such request and no later than five (5) business days after the date of receipt of the request, and will, to the extent practicable, cooperate with the other Party to resist release of, or seek an appropriate protective order with respect to the confidential information. Both Parties will ensure, that the requesting authority shall not disclose any confidential information.

22. Entire Agreement. This Agreement, together with any exhibits, schedules, appendices, attachments or any other document referred to or otherwise incorporated into this Agreement, and including any of the foregoing, supersedes all prior agreements (whether

- oral or written) among the Parties with respect to their subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to their subject matter.
23. Subcontracting. At all times ACTS may have the possibility to subcontract or outsource any part or all of the Services, prior approval of Customer, provided that ACTS shall at all times remain fully liable for all performance under the Agreement.
 24. Modification and Waiver. This Agreement may not be amended, supplemented or otherwise modified except in a written document executed by the Parties. No failure or delay by any Party in exercising any right or remedy in connection with this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.
 25. Counterparts and Execution. This Agreement may be executed in two or more counterparts and such counterparts, taken together, will constitute one and the same instrument.
 26. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
 27. No Third-Party Rights. Nothing expressed or referred to in this Agreement will be construed to give any person, other than the Parties to this Agreement, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.
 28. Currency. Except as otherwise expressly provided in this Agreement, all payments to be made by a Party pursuant to this Agreement will be made in US dollars.
 29. Dispute Resolution. The Parties acknowledge that it is their expectation that any unresolved controversy or claim arising out of, or related to, this Agreement or its breach (collectively, "Disputes") will be settled between each other in good faith. Any Dispute between the Parties under, or relating to, this Agreement must be referred:
 - (a) initially for resolution to representatives of each Party (each having authority and sufficient knowledge to resolve the Dispute), who will endeavor to resolve the dispute within fourteen (14) days of the giving of notice of a Dispute by a Party (such notice must contain details including the nature of the Dispute, how the Dispute arose, the remedy it seeks, the legal basis on which it contends that that remedy should apply and the name and contact details of the contact person for the Party in relation to the Dispute);
 - (b) if the Dispute is not resolved in accordance with subparagraph (a) above, to the relevant General Managers of each of the Parties (or such other nominee with an equivalent status and authority), who will endeavor to resolve the Dispute within a subsequent thirty (30) day period or such other period as may be agreed by those persons; and
 - (c) if the Dispute is not resolved in accordance with subparagraphs (a) and (b) above, to the courts of the State of New York.
 30. Governing Law; Submission to Jurisdiction; Venue. This Agreement and the rights and obligations of the Parties under the Agreement shall be construed in accordance with and be governed by the law of the State of New York. Any legal action or proceeding against any Party with respect to this Agreement may be brought in the courts of the State of New York, and, by execution and delivery of this Agreement, each Party hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each Party further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party at its address set forth above, such service to become effective 30 days after such mailing.
 31. Notices. All notices and other communications under this Agreement must be in writing (including facsimile) and will be deemed given to a Party when (a) delivered to the appropriate address by hand or by recognized international express courier service (costs prepaid), (b) sent to the addressee by facsimile (receipt electronically confirmed) or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the address and marked to the attention of the individual (by name or title) designated below the Party's signature on this Agreement (or to such other address or individual as a Party may designate by written notice to the other Party). All notices and communications are deemed to be received by the other Party when such reception takes place during business hours on a business day (being any day other than a Saturday or Sunday, when banks are open for business in Atlanta, Georgia
 32. Miscellaneous.
 - (a) Interpretation. In this Agreement: (i) references to a Party to this agreement include the successors or assigns (immediate or otherwise) of that Party; (ii) the words "including" and "include" shall mean "including without limitation" and "include without limitation," respectively; (iii) any

reference to writing includes typing, printing, email or facsimile; (iv) any reference to a document is to that document as amended or modified, from time to time, other than in breach of this Agreement or that document; (v) if there is any conflict or inconsistency between this Agreement and any of the exhibits, schedules, appendices, attachments or any other document referred to or otherwise incorporated into this Agreement, this Agreement shall control.

- (b) *Cooperation.* Each Party shall act in good faith and be just and faithful to, and cooperate with, the other Party in relation to all matters concerning the provision of the Services and this Agreement, do or cause to be done all acts necessary or desirable for the implementation of this Agreement and not unreasonably withhold or delay any action, approval, direction, determination or decision required under this Agreement. Each Party shall

use reasonable efforts to do all things necessary or desirable to give full effect to this Agreement and refrain from doing anything that might hinder performance of this Agreement.

- (c) *Assignment.* This Agreement may not be transferred or assigned by either Party, whether voluntarily or by operation of law, without the prior written consent of the other. This Agreement shall inure to the benefit of and be binding upon all permitted successors and assigns.
- (d) *Non-Solicitation.* Customer shall not solicit from ACTS any existing employees or any employees who were working with ACTS for up to six (6) months after their voluntary termination of employment. In the event of a breach of its duties under this provision, Customer shall be obliged to compensate ACTS for any loss or damage whatsoever suffered by it.

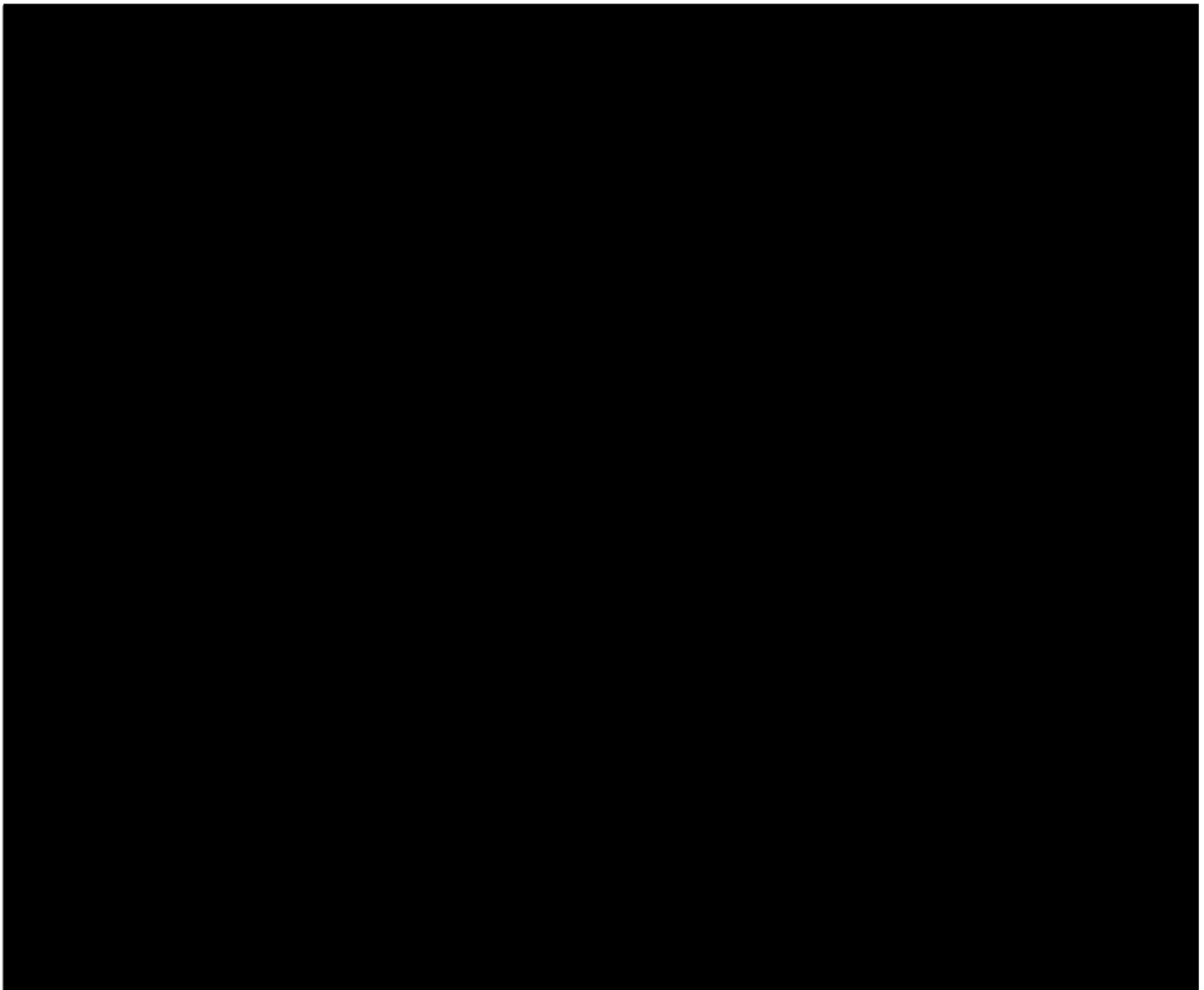
EXHIBIT C
SERVICE LEVEL AGREEMENTS

SERVICE LEVELS AGREEMENT FOR OPERATION PASSENGER (SLA)

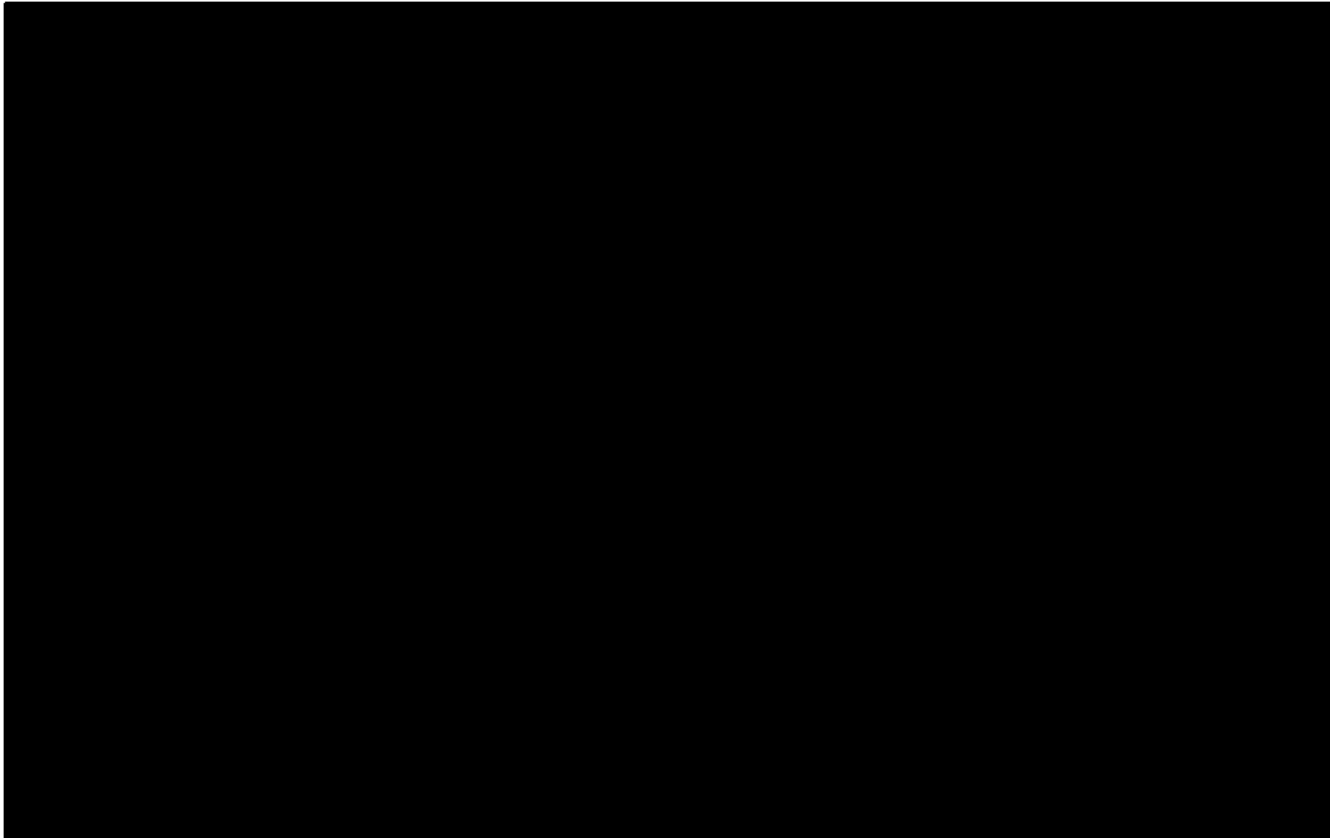
The Parties mutually agreed contracts decide to add to this Annex -Agreement Service Level for Passenger Operation- as mutually agreed service level goals. In the event Customer identifies a failure of ACTS to attain these Service Level Goals for any continuous three-month period, the Parties agree to meet to discuss an action plan to remedy the failures, and whether a financial penalty is appropriate.

**SERVICE LEVELS AGREEMENT FOR:
*OPERATION PASSENGER (SLA)**

Rev: 02



NOTE 3: Customer may perform changes or adjustments to the SLAs when deemed convenient, these changes will be notified to ACTS.



NOTICE OF NON-COMPLIANCE OF LEVEL AGREEMENTS

Once Customer is aware of a non-compliance of these SLA's or any other part of this Agreement, it shall notify ACTS in writing regarding the noncompliance; ACTS will have the right to respond in writing within ten (10) calendar days following the receipt of the notification by Customer. This proof of discharge by ACTS must not generate an impact to the requirements of the regulations or to the standards established by Customer, and must contain in all cases root cause analysis and an action plan. Once the report is received, Customer will then proceed to pronounce on the responsibility or not of ACTS within the next ten (10) calendar days.

In case ACTS is found responsible for the noncompliance event, Customer will proceed to apply an equivalent sanction up to 5% of the corresponding portion of the monthly invoice for the Location at which the event occurred, a value that ACTS declares and accepts that Customer will deduct the corresponding amount of the sanction of the monthly invoice communicated by the Customer.

The ten-day deadline established in this procedure may be extended by agreement between the Parties.